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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:
DEPT:

**APPENDIX 1 TO PLAINTIFF'S EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

**[Filed Concurrently with Plaintiff's Complaint, Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction, Appendix 2 to Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction, and Plaintiff's Index of Exhibits]**

HEARING DATE:
HEARING TIME:

Plaintiff in Pro Per, DIINELE DINAALI ("Plaintiff"), hereby submits this Appendix in support of Plaintiff's Emergency Motion for a Temporary Restraining Order and Preliminary Injunction.

This Appendix provides a comprehensive factual analysis, an itemized breakdown of the core disputes, and an economic review of the transactions at issue. Furthermore, this document incorporates the primary evidentiary exhibits—including corporate electronic correspondence, bank statements, and account transaction histories—establishing the specific indicators of data manipulation and unauthorized post-termination billing referenced in the main Motion.

This Appendix is organized into sections below and is submitted to assist this Court in reviewing the clear documentary contradictions underlying Plaintiff's claims.

DATED this 22nd day of June, 2026.

Respectfully submitted,

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI

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## SUMMARY OF CLAIMS AND ANALYSIS OF INDICATORS OF FRAUD

### I. INTRODUCTION AND CORE 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:

1. 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.
2. THE STOLEN DEVICE NON-RESOLUTION**:** Plaintiff was further denied a remedy and replacement regarding a subsequent Verizon phone that was stolen.
3. 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.
4. 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.

### II. THE DEFENSE'S POSITION (THROUGH REPRESENTATIVE DEFENDANT DION MORROW)

Verizon, through its representative Defendant Dion Morrow, has built a defense based on flat denials, omission, and redirection:

- ON INSURANCE COVERAGE**:** Defendant points to a purported receipt dated May 18, claiming it serves as absolute proof that Plaintiff explicitly declined insurance coverage on that date through a phone transaction.
- ON THE PROMOTION**:** Defendant claims no "free total replacement" or "partial credits" promotions existed at the time, effectively asserting that Plaintiff is fabricating the agreement.
- ON ACCOUNT BILLING**:** Defendant asserts all charges are authentic, justified, and lawful. Representative Morrow has entirely failed to answer how or why billing continued post-

termination. He maintains his sole capacity is providing basic billing/receipt printouts, stating any deeper inquiries must be deferred strictly to the Small Claims hearing.

- ON THE DESTRUCTION OF DATA**:** Defendant has offered zero response, defense, or justification regarding the wiped account documents.

**III. PLAINTIFF'S REBUTTAL TO DEFENSE ALLEGATIONS**

**A. Rebuttal to the May 18 Invoice: Criminal Manipulation of Data**

During the residential burglary at Plaintiff's residence on July 4, 2025, two computers and the recently acquired Verizon mobile device were stolen. Consequently, Plaintiff's localized data backups relating to Verizon's initial transaction disclosures were lost. Following Plaintiff's subsequent dispute regarding Defendants' breaches of contract, Verizon systematically purged all historical billing data and transaction records from Plaintiff's online customer portal—an act which directly frustrated and compromised Plaintiff's ability to gather comprehensive evidence of Defendants' tortious conduct.

Following months of exhaustive requests by Plaintiff for information and account ledger data, Defendant Morrow finally produced two (2) electronic receipts via electronic mail on June 16, 2026. One of the receipts, which forms the central basis of Plaintiff's allegations of forgery and fraud against Defendants, purports to show an account transaction executed on May 18, 2025, for the initiation of cellular services. [**Index, Ex. 1**]. The second receipt purports to show the initiation of internet services dated December 30, 2024. [**Index, Ex. 2**].

On June 17, 2026, Plaintiff received a physical FedEx package containing eighteen (18) invoices. Prior to this, Plaintiff had never been provided with paper billing statements, nor had Plaintiff seen any such records, as the account was established under an automated payment system with Plaintiff's financial institution. Historically, Plaintiff was exclusively provided with standard confirmation receipts via electronic mail immediately following each completed transaction.

These native digital receipts are completely unavailable on Verizon's customer portal. Currently, the online portal displays exclusively an incomplete summary of specific transactions with no active hyperlinks to access the actual uncorrupted receipts. [**Index, Ex. 3**]. Similarly, the portal displays only a bare listing of the invoices sent via FedEx, completely omitting access links to view or download the actual invoices themselves. [**Index, Ex. 4**].

While Plaintiff will outline multiple instances of deceptive trade practices below, the most prominent and unequivocal indicator of fraud centers upon the electronic cellular service receipt dated May 18, 2025 (the "Disputed Cellular Receipt"). This document is structurally flawed, demonstrably fabricated, and directly contradicted by objective, native evidence.

The Disputed Cellular Receipt produced by Defendants explicitly states on its face that the transaction was initiated and executed over the telephone under system transaction code T329001.

Furthermore, this document purports to show that an upfront transaction payment of $100.50 was made on May 18, 2025, and references a subsequent billing obligation of $250.36 to be assessed at an unspecified future date. The document sets out a recurring monthly recurring charge of $171.67, calculated as follows: $0.00 for the iPhone 16 Pro Max device, $100.00 for cellular services, $90.00 for internet services, and $6.67 in fees, offset by a $15.00 "Home Bundle" package discount. Crucially, this contested document purports to establish that Plaintiff specifically and affirmatively declined device insurance coverage.

The Disputed Cellular Receipt indicates that the retail price of the new device was entirely waived under a $0.00 monthly financing arrangement. However, Plaintiff vigorously disputes each of these assertions based upon the following factual timeline:

1. THE TELEPHONIC INDUCEMENT**:** The cellular service transaction was initially induced over the telephone on May 18, 2025. During this communication, Verizon's telephone agent explicitly represented to Plaintiff that they could obtain identical, comparable cellular service under the exact same operational conditions at a total combined rate of $155.00 per month for both internet and cellular services.

2. THE PRIOR CARRIER PAY-OFF PROMISE**:** According to the telephone agent, the promised service agreement included the complete financial pay-off of Plaintiff's lost or stolen mobile device with their prior carrier, Visible. At the time, Visible billed Plaintiff $39.00 per month for cellular services [**Index, Ex. 5**], which operated on an iPhone 16 Pro Max device originally acquired at a retail cost of $1,318.91 under a formal loan agreement [**Index, Ex. 6**]. Although the Visible service was deactivated on May 18, 2025, upon the activation of the Verizon network, Plaintiff remains structurally forced to continue making monthly payments to the third-party financier, Affirm, for the stolen hardware [**Index, Ex. 7**]. At the time of this transaction, Plaintiff was already paying

Verizon $80.00 per month for standalone commercial internet services [**Index, Ex. 3**], bringing Plaintiff's total expected telecommunications liability across both services to exactly $155.67. Relying upon these figures, the agent instructed Plaintiff that a new replacement device would be available for immediate physical pickup at a local retail store the following day.

3. ABRUPT NETWORK DISCONNECTION AND DEACTIVATION**:** Immediately upon successfully porting Plaintiff's primary telephone number away from Visible and into Verizon's exclusive control, the telephone agent abruptly disconnected the communication. Plaintiff immediately initiated a return call to Verizon customer service, only to be informed by an alternate representative that corporate databases possessed no record of the transaction, and that Plaintiff's sole recourse was to physically present themselves at a retail storefront to complete the account configuration.

4. THE IN-STORE RETRACTION OF TERMS**:** On May 19, 2025, Plaintiff visited the Defendant Cellular Sales retail location, where they were served in person by sales agent Defendant Franklin Jackson. Defendant Jackson explicitly rejected the telephonic representative's binding promises regarding the complete replacement cost absorption of the lost device, asserting instead that the sole active corporate promotion was an $800.00 bill credit delayed over a 60-day processing period. However, Defendant Jackson did explicitly reconfirm and assure Plaintiff that they would still receive the comprehensive service package—including full, non-negotiable device insurance and loss coverage—at the fixed rate of $155.00 per month.

5. EXECUTION UNDER COMMERCIAL AND ECONOMIC DURESS**:** Plaintiff was left with no viable commercial alternative and was forced to concede to these altered terms. Plaintiff was scheduled to travel out of state that evening, desperately required functional mobile communications, and could not reverse the immediate porting of their primary business telephone number. At the time of execution, Defendant Jackson completely failed to provide Plaintiff with copies of any written service agreements or disclosures for signature. Furthermore, Jackson claimed that the retail store carried no physical devices in stock—directly contradicting the telephone agent's prior representations—and stated that a device would be shipped directly to Plaintiff's residence within 48 hours, at which point the formal terms of the contract would become subject to review and acceptance.

6. ALTERNATIVE DELIVERY ARRANGEMENT**:** Because Plaintiff was departing the jurisdiction and would be unavailable to personally receive and accept the delivery, Plaintiff authorized their residential roommate to take physical possession of the package, providing the roommate's direct contact telephone number and electronic mail address to Defendant Jackson for tracking purposes.

7. THE PENDING ACCEPTANCE BLOCK**:** On May 20, 2025, Plaintiff's roommate forwarded an urgent electronic message originating from Verizon on May 19, 2025, stating that the device delivery was structurally blocked and could not be completed until Plaintiff executed the governing Terms of Service [**Index, Ex. 8**]. The corporate notice stated: *"Hi Diinele, Your recent order is pending acceptance your Verizon Customer Agreement and Retail Installment Sale Agreement/Security Agreement. Please use the link above to complete your order by May 25, 2025. Or you may need to place a new order. Acceptance is required for each line of service."*

8. COMPLIANCE WITH THE ORDER ULTIMATUM**:** Reasonably concerned with the total cancellation of the order and the ongoing disruption of their business line, Plaintiff immediately complied with the corporate directive, clicked the hyperlinked portal text [Shortened URL: [https://shorturl.at/6nlt9, and submitted an electronic authorization.

9. THE BARE TERMS PORTAL**:** The tracking link—which has since been rendered inactive and inaccessible by Defendants [**Index, Ex. 9**]—contained exclusively a bare landing page directing Plaintiff to check a single box to manifest agreement to general corporate policies, alongside a standalone hyperlink pointing to a boilerplate text database [**Index, Ex. 10**].

10. CONTRADICTORY TRANSACTION CONFIRMATIONS**:** Later that same day, Plaintiff received a automated confirmation email indicating that the order configuration was complete and that the hardware device would be redirected to the retail store for pickup on May 25, 2025 [**Index, Ex. 11**]. Crucially, this native corporate correspondence explicitly established that: (a) the commercial sale was legally completed on May 20, 2025; (b) the transaction was executed at the physical Cellular Sales retail outlet under location store code X821401; and (c) an upfront balance of exactly zero dollars ($0.00) was paid at checkout.

11. THE UNAUTHORIZED RETAIL INSTALLMENT DISCREPANCY**:** On June 1, 2025, Plaintiff received a formal copy of a Verizon Retail Installment Loan Agreement/Security Agreement [**Index, Ex. 12**]. This document asserted a hardware loan principal balance of $1,210.00, requiring

independent monthly financing installments of $33.61. This standalone assessment directly violates the explicit verbal guarantees of both Verizon agents, who each affirmatively represented that all device financing costs were fully integrated into the flat $155.00 monthly package.

12. UNSUBSTANTIATED BILLING: The Disputed Cellular Receipt asserts that a forthcoming balance of $250.36 would be assessed on the subsequent billing cycle to account for specific plan adjustments, unverified credits, and retroactive charges. This arbitrary figure stands completely unexplained by any native billing ledger, representing an entirely fabricated financial liability that was never disclosed, authorized, or agreed to by Plaintiff at any stage of the transaction. Plaintiff, however, was never provided with this bill, nor does Verizon's active billing summary, [**Index, Ex. 4**], reflect this amount anywhere in the account's historical ledger, further exposing the fraudulent and completely fabricated nature of the document.

13. EVIDENCE OF FINANCIAL FABRICATION AND UNREALIZED UPFRONT PAYMENT: The Disputed Cellular Receipt affirmatively asserts that Plaintiff executed an upfront payment of $100.50 at checkout on May 18, 2025, to secure the cellular activation. However, Plaintiff’s certified financial records completely expose this assertion as a fabrication.

Rather than cluttering the record with irrelevant financial data, Plaintiff has provided direct, unaltered screenshots of their active bank account ledgers covering May 18, 2025. As demonstrated below, a chronological review of the transactions before, during, and after that date reveals that absolutely no debit, authorization, or pending charge in the amount of $100.50 was ever drawn by Verizon or its authorized retail agents from any of Plaintiff’s accounts. See snapshots of monthly statements below:

**BANK ACCOUNT 1:**

| | | |
|---|---|---|
| | xxxxxxxxxxxx1927 on 05/09/25 | |
| 5/15 | Recurring Transfer to Owlya F Way2Save Savings Ref #Op0Sdw5Oqd xxxxxx7004 | |
| 5/19 | Online Transfer From Diinele Entertainment LLC Business Checking xxxxxx5403 Ref #Ib0Sfv74Wp on 05/17/25 | 100.00 |

**BANK ACCOUNT 2:**

| | | |
|---|---|---|
| | xxxxxxxxxxxx1927 on 05/09/25 | |
| 5/15 | Recurring Transfer to Owlya F Way2Save Savings Ref #Op0Sdw5Oqd xxxxxx7004 | |
| 5/19 | Online Transfer From Diinele Entertainment LLC Business Checking xxxxxx5403 Ref #Ib0Sfv74Wp on 05/17/25 | 100.00 |

This absolute absence of financial activity is directly corroborated by Verizon's own native corporate order confirmation email, which explicitly lists the total amount paid at checkout as exactly zero dollars ($0.00). [Index, Ex. 11]. A transaction cannot simultaneously cost $100.50 on a retroactive receipt, cost $0.00 on a live corporate confirmation email, and leave absolutely no digital footprint on a verified banking ledger. This irreconcilable financial deficit demonstrates that the payment entry on the Disputed Cellular Receipt was entirely manufactured to construct a fraudulent transaction timeline.

14. EVIDENCE RECONCILIATION TABLE: The table below contrasts the specific claims set forth within Defendants' Disputed Cellular Receipt against the objective, verifiable evidence compiled in Plaintiff's Index of Exhibits:

| **Feature / Issue** | **Verizon's Disputed Receipt Claims** | **What the Verifiable Evidence Shows** | **Objective Proof & Citation** |
|---|---|---|---|
| **Transaction Date** | May 18, 2025 | The actual transaction was completed on **May 20, 2025**. | Native Verizon Order Confirmation Email [Index, Ex. 11] |
| **Location / Method** | Telephonic Transaction (System Code **T329001**) | Physical, in-person transaction at the Las Vegas retail outlet (Store Code **X821401**). | Native Verizon Order Confirmation Email [Index, Ex. 11] |
| **Upfront Payment** | Plaintiff paid **$100.50** at checkout. | An upfront balance of exactly **$0.00** was paid at checkout. | Certified Bank Records & Verizon Confirmation |

| Feature / Issue | Verizon's Disputed Receipt Claims | What the Verifiable Evidence Shows | Objective Proof & Citation |
|---|---|---|---|
| | | | [Index, Ex. 11] |
| **Device Insurance** | Plaintiff explicitly "Declined" insurance coverage. | Full device insurance was a non-negotiable prerequisite verbally reconfirmed by Defendant Jackson. | Civil Complaint ¶ 20; Material Omission Discovered July 5 |
| **Device Financing** | Waived ($0.00 monthly financing payment). | Verizon unilaterally issued a separate loan requiring independent installments of **$33.61/month**. | Verizon Retail Installment Loan Agreement [Index, Ex. 12] |
| **Forthcoming Charges** | A bill for **$250.36** was forthcoming for credits and charges. | Plaintiff was never provided with this bill, and the amount **does not appear anywhere** on the ledger summary. | Native Account Billing Portal Summary [Index, Ex. 3] |
| **Total Monthly Rate** | **$171.67** per month | A flat, agreed-upon rate of **$155.00** per month (integrating phone, internet, and financing). | Telephonic & In-Store Agreements; Civil Complaint ¶ 45 |

15. THE ABSENCE OF PLAINTIFF'S SIGNATURE AND THE CONTRAST WITH LEGITIMATE ACCOUNTS: The total lack of any physical or electronic signature from Plaintiff on the Disputed

Cellular Receipt further confirms its fraudulent nature, especially when contrasted against legitimate transactions on the account.

On December 30, 2024, Plaintiff physically visited a Verizon retail storefront to initiate internet services. That transaction was conducted legally, and the resulting receipt bears Plaintiff's valid, explicit signature, confirming mutual assent to the specific terms discussed. [**Index, Ex. 2**].

Conversely, the Disputed Cellular Receipt contains absolutely no signature, electronic acknowledgment, or fingerprint of assent from Plaintiff. Defendants have failed to produce any signed authorization because none exists. In the absolute absence of an explicit signature or verifiable digital token of execution, this manufactured document carries no legal authority, cannot bind Plaintiff, and must be rejected by this Court as a unilateral corporate fabrication.

16. KEY LEGAL TAKEAWAY**:** A legitimate corporate transaction record does not generate a fictional $100.50 bank payment, place a physical retail transaction at an off-site telephone bank, or miss its own execution date by 48 hours. These systemic metadata mismatches strip the Disputed Cellular Receipt of any legal authenticity.

**B. Rebuttal to Defendants' Assertion of "No Active Promotions" and the Commercial Absurdity of the Disputed Terms**

Defendants absurdly assert that no promotions were active at the time of the transaction, implying that Plaintiff willingly and knowingly agreed to the uncompetitive, inflated terms listed on the Disputed Cellular Receipt. This assertion defies all basic commercial logic and common sense.

Under Defendants' manufactured narrative, Plaintiff allegedly chose to abandon an active, functional carrier account with Visible—where they enjoyed a low rate and full hardware insurance coverage—to voluntarily switch to a Verizon plan costing significantly more ($171.67 per month), stripping away their insurance coverage, and leaving them with nothing.

The undisputed facts reveal the absolute impossibility of Defendants' timeline:

- **The Insurance Contradiction:** Defendants claim Plaintiff explicitly "declined" device insurance on the Disputed Cellular Receipt. This claim is completely unviable. Plaintiff's entire inducement for seeking a new carrier was the fact that their residential property had just been burglarized and their mobile device stolen. It is beyond belief that a consumer actively reels from a traumatic theft, explicitly seeks a replacement device, and simultaneously "declines" the exact insurance coverage required to protect that new asset.

- **The Timeline Deception:** The sole reason Plaintiff agreed to initiate service with Verizon on May 18, 2025, was the express telephonic guarantee that a replacement device would be available for immediate physical pickup at a local retail store the very next day. Plaintiff accepted this arrangement purely because it promised immediate connectivity—a faster resolution than waiting for a standard insurance claim to process through their existing carrier.
- **The Broken Promise:** Despite the promise of next-day availability (May 19), Plaintiff was subjected to a bait-and-switch scheme, forced to execute terms under economic duress, and did not receive a functional device until May 25, 2025.

No reasonable consumer would knowingly switch to a more expensive retail rate, forfeit vital hardware insurance in the wake of a burglary, and accept a week-long service delay, all while receiving zero promotional incentives. The terms set forth in the Disputed Cellular Receipt represent a commercial absurdity that no rational actor would accept. This further demonstrates that the document does not reflect a mutual agreement, but is rather a unilateral corporate fabrication designed to cover up fraudulent misrepresentations.

**C. Rebuttal to Defendants' Arbitrary and Unsubstantiated Account Billing**

Just as the Disputed Cellular Receipt relies on entirely fabricated data, Verizon's downstream billing practices are riddled with random, unauthorized charges that completely lack evidentiary support. When directly challenged, Defendants have proven entirely incapable of explaining or justifying these ledger discrepancies under the terms of any valid contract. This erratic and predatory billing behavior further underscores the bad-faith, deceptive practices permeating the administration of Plaintiff's account.

Specifically, an examination of the account ledgers reveals the following wholly unsubstantiated assessments that stand completely contradicted by reality:

1. **Retroactive Billing Prior to Service Initiation:** The very first billing statement issued by Verizon is facially fraudulent and structurally impossible [**Index, Ex. 4**]. It assesses charges for a billing cycle spanning November 30, 2024, to December 29, 2024—wholly prior to December 30, 2024, which is the date Plaintiff's standalone internet service actually

commenced.

2. **Manufactured Late Fees via Delayed Auto-Pay Pulls:** A subsequent invoice spanning January 29 to February 28, 2025, assessed an improper $7.00 late fee. Plaintiff had established an active automatic payment mechanism at the account's inception. Upon explicit inquiry with their financial institution, Plaintiff was informed that Verizon deliberately withheld submitting its automated electronic withdrawal requests until *after* the formal payment deadline had already passed. Because financial institutions cannot process automated requests prior to initiation by the vendor, Verizon systematically manufactured these late fees across multiple consecutive billing cycles through its own administrative delays.
3. **Unexplained Partial Retroactive Corrections:** Apparently recognizing their initial multi-month billing errors, Verizon issued an abrupt, unexplained adjustment for the April 30 to May 29, 2025, period, dropping the balance to a random sum of $66.06.
4. **Refusal to Process Timely Account Cancellation:** Following the account changes induced by the fraud on May 20, 2025, Verizon issued an invoice for the May 30 to June 29, 2025, cycle in the amount of $328.00, representing a combined multi-service statement. Although this balance carried a due date of July 21, 2025, Plaintiff explicitly contacted Verizon on July 5, 2025, to formally terminate all agreements due to the discovered fraud. Verizon's agents flatly refused to process the cancellation, asserting a false corporate policy that a "two-month minimum service period" was required before a consumer could legally close an account. Plaintiff instructed the agents to issue a final comprehensive bill for the entire two-month baseline liability to resolve the account cleanly.
5. **Undisclosed Exorbitant Assessment:** The billing statement generated for the subsequent June 30 to July 29, 2025, cycle ballooned to an astronomical **$1,556.98**. Crucially, this massive charge was completely omitted from the active online billing summaries visible to the consumer, hidden from Plaintiff's view, and only discovered after the fact [**Index, Ex. 13**].
6. **The Sudden "Readjustment" Demand and Coerced Payment:** On September 10, 2025, Plaintiff received an urgent corporate alert demanding an overdue balance of $1,538.94 [**Index, Ex. 14**]. This specific figure mathematically mirrors the approximate combined retail cost of the stolen hardware plus the promised two-month service baseline. It appears

Verizon's billing backend unilaterally adjusted their hidden $1,556.98 balance downstream. To prevent immediate credit destruction while attempting to resolve the overarching dispute, Plaintiff paid this $1,538.94 balance in full under protest on September 21, 2025 [**Index, Ex. 15**].

7. **Phantom Billing Following Total Service Disconnection:** Despite the account being fully paid and deactivated, Verizon continued to issue predatory standalone internet invoices. For the August 30 to September 29, 2025, cycle, Verizon billed Plaintiff $123.23 for internet services [**Index, Ex. 4**]. This assessment is completely fraudulent; Plaintiff had entirely severed connection with Verizon and transferred their residence to Cox Communications in July. This is verified by native Cox transaction histories establishing that Plaintiff was no longer utilizing Verizon infrastructure [**Index, Ex. 16**]. Furthermore, even if the service had been active, the standard flat rate was $80.00, making the $123.23 figure entirely arbitrary.
8. **Chronological Ledger of Post-Termination Overbilling:** Verizon continued to generate arbitrary monthly invoices long after Plaintiff left the network, fluctuating randomly with no basis in contract or reality [Index, Ex. 4]:
   - **Sep 30 – Oct 29, 2025:** $80.00
   - **Oct 30 – Nov 29, 2025:** $167.06 *(An unexplained double-rate spike)*
   - **Nov 30 – Dec 29, 2025:** $124.45
   - **Dec 30, 2025 – Jan 29, 2026:** $131.48
9. **Stonewalling and Malicious Collection Threats:** For months, Plaintiff's attempts to halt these automated balances were met with severe corporate stonewalling. On February 2, 2026, Plaintiff finally succeeded in forcing open a formal corporate dispute file [**Index, Ex. 17**]. In immediate, bad-faith retaliation, Verizon issued a formal notice less than 24 hours later (February 3, 2026), stating that unless all outstanding arbitrary fees were paid within 24 hours, Plaintiff would be reported to major credit reporting agencies. [**Index, Ex. 18**]
10. **The Litigation Notice and Temporary Cessation:** Plaintiff immediately contacted corporate representatives, stating explicitly that unless these extortionate collection actions ceased, a formal civil lawsuit would be initiated. Following this formal threat of litigation, a supervisor named Daniel intervened, acknowledged the severe billing errors, and temporarily halted

the automated invoicing cycle.

11. **Fabrication of Unreturned Hardware Fees:** Once the standard billing lines were frozen, Verizon's billing system pivoted to a new pretext, generating fresh invoices demanding $200.00 for hardware equipment that had already been verified as returned or accounted for. When Plaintiff refused to pay this manufactured balance, Verizon assessed an additional $19.26 late fee, escalating the post-termination collection demand to $219.26 [**Index, Ex. 19**].

12. **Contradictory and Dueling Post-Termination Statements:** The production of discovery documents by Defendant Morrow further exposes this systemic documentation fraud. Morrow produced an internal May 5, 2026, invoice purporting to show that Verizon had retroactively adjusted Plaintiff's outstanding balance to exactly $0.00 in response to the litigation threat [**Index, Ex. 20**]. However, this document is flatly contradicted by the consumer-facing bills sent directly to Plaintiff. On May 9, 2026—four days *after* the purported zero-dollar adjustment—Verizon issued a live billing demand to Plaintiff for the full $219.26 amount [**Index, Ex. 21**].

## CONCLUSION

For the reasons set forth above, Defendants' predatory, deceptive, and systematically fraudulent actions represent a profound abuse of corporate power. The evidence demonstrates that Verizon's billing and transaction mechanisms operate completely untethered from reality, relying upon fabricated records, manufactured fees, and bad-faith collection tactics to extort funds from consumers under severe economic duress.

This case represents far more than an isolated billing dispute. If a multi-billion-dollar corporation like Verizon is permitted to use its automated administrative machinery to insulate itself from accountability, rewrite transactional history, and ignore its own binding verbal covenants, then no consumer is safe. Unchecked corporate behavior of this nature inevitably falls hardest upon everyday individuals who lack the time, resources, or specialized background required to defend themselves against a relentless wall of corporate stonewalling and malicious credit threats.

In the absolute interest of justice, equity, and consumer protection, this unlawful and predatory conduct must be stopped. Plaintiff respectfully requests that this Honorable Court look past

Defendants' manufactured documentation, acknowledge the objective reality established by the native evidence, and grant the requested relief in its entirety to ensure that accountability and fair dealing are upheld.

DATED this 22nd day of June, 2026.

Respectfully submitted,

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI

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