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Exhibit 1



Thanks for your purchase, Diinele!

Account #	Order #	Date	Purchased via	Payment today
New customer	11351672	December 30, 2024	Telephone order # 0423101	\$0.00

Here are today's charges:

Item	Unit price	Promotion/Discount	Charges	
	5G HOME PLUS			
	New line			
	Up to 300 Mbps download (typical speeds of 85-250 Mbps). 3-Year Price Guarantee.	Rebate: \$100.00 5G Home Plus or LTE Home Plus Gift Card	Amount:	\$0.00
	Service address: ¹ (This equipment can only be used at this address) 4200 PARADISE RD, UNIT 2028 2028 LAS VEGAS, NV 89169	Redeem by Feb 28, 2025 at m.vzw.com/rebatenotification	Taxes & gov fees:	\$0.00
		Total savings: \$100.00	Subtotal:	\$0.00
			Taxes & gov fees:	\$0.00
Total:				\$0.00



Here's what to expect on your bill:

Ongoing monthly*

\$80.00

Heads up, your first bill is usually higher due to one-time new account charges and activation fees.

Welcome to Verizon. Register and sign into your account to review billing, services, and more.

Or go to [verizon.com](https://www.verizon.com)



*Totals are estimated. Any changes made after this transaction may impact the bill estimate.

One time charges & credits

Your upcoming bill may include partial month charges or credits reflecting the change in your plan and/or services & perks.

Get more. Save more.
Only with Verizon.

Check all your promos & offers
www.verizon.com/savingscenter

New charges

New Line

VZ INTERNET GATEWAY WNC-CR200A (702-283-7185)

⌚ Plan added ⌚ Device added ⌚ Service added ⌚ Perk added

Plan

5G HOME PLUS \$80.00

Services & perks

Netflix & Max (With Ads) (Plan perk) \$10.00

12 month Netflix & Max promo for new FWA lines of service (Expires December 30, 2025) -\$10.00

Whole-Home Wi-Fi* (1 extender included) \$10.00

WHOLE-HOME WI-FI DISCOUNT -\$10.00

*For information about the terms of your Verizon Home Internet Service, Whole-Home Wi-Fi and/or Whole-Home Wi-Fi Plus, see additional information section.

Surcharges, taxes and gov fees

Surcharges, taxes and gov fees will be itemized on your next bill.

Surcharges \$0.00
Taxes and gov fees \$0.00

Question about your receipt? [verizon.com/support](https://www.verizon.com/support) or call 800-922-0204

Your Verizon receipt; generated on 12/30/2024 @ 05:10 UTC; order #: 11351672; location 0423101



Agreements

(View full agreement at vzw.com/myverizon)

Customer agreement

I have read and agree to the Verizon Customer Agreement including settlement of dispute by arbitration instead of jury trial, as well as the terms of the plan, optional services I have agreed to purchase and the [Verizon Privacy Policy](#). California customers view our [California Privacy Notice](#).

Verizon Home Internet (Wireless) Terms of Service

I have read and agree to the Verizon Home Internet (Wireless) Terms of Service. Verizon-owned equipment must be returned in an undamaged condition (subject only to reasonable wear and tear) within 30 days after order/service cancellation or change to a plan without Whole-Home Wi-Fi to avoid up to \$300 unreturned equipment fee per unit of equipment (see details in Terms of Service). Please contact us at 800-922-0204 so that we can provide you with a return shipping label and box. The Home Internet service and equipment are to be used exclusively at the qualified service address that you provided in your order, and may not be used at any other address without our authorization. If your Home Internet order or service was cancelled during the 30 days satisfaction guarantee period and you returned the Verizon-owned equipment, we will provide a bill credit or refund to your original payment method for any Home Internet service used during that period.

Signature

DIINELE DINAALI

Additional information

Taxes, Surcharges and Fees

We use your service address for each wireless service line to determine how we bill taxes, other governmental charges, and Verizon surcharges (which are Verizon's charges, not taxes). As of December 18, 2024, for service other than 5G Home and LTE Home (which are not subject to these charges), these charges can add between 14% and 50% to your standard monthly access and other charges, and may include a Federal Universal Service Charge (35.8% of the interstate and international telecom charges; varies quarterly based on FCC rate), Regulatory Charge (\$0.19 per voice line, \$0.02 per data-only line) and Administrative and Telco Recovery Charge (\$3.50 per voice line, \$1.60 per data-only line). Taxes, other governmental charges, and Verizon surcharges are subject to change. For more details on these charges, call 1-888-684-1888

Return policy

You may return or exchange wireless devices and accessories within 30 days of purchase. Gift cards are not eligible for return or exchange, except as required by law. A restocking fee of \$50 applies to any return or exchange of a wireless device (excluding Hawaii). You may exchange your device one time. For Buy One, Get One or similar offers, both items must be returned. See verizonwireless.com/returnpolicy for complete details.

Device promotion

You'll see your monthly promo credit in 1-2 billing cycles. If your credit takes 2 cycles to appear, you'll see the credit for the first cycle on your second bill, in addition to that month's credit. Only one promotion per line. Line(s) must remain active, on an eligible plan and in good standing to receive promotional value. The credits will end at the end of your promotional term or when you cancel, transfer or upgrade this line. If your promo credits are associated with a trade-in, you'll lose your credits when you pay off your device payment agreement (DPA) before your trade-in device is received and the device you traded in must be in good working and cosmetic condition to receive credits. If you purchased your device on a DPA with an offer to Buy One device, and Get One device at a discount (or Free), then credits will also end when the DPA balance is fully paid.

Decline equipment protection

I understand that by declining equipment protection, if my device is lost, stolen, damaged or experiences a post-warranty defect, I must pay any balance on my device payment agreement (if applicable). If I choose to replace it with a new device, I may be required to pay full retail price, which may exceed \$1,000.00. I understand that I only have 30 days to enroll in coverage after my device activation.

Whole-Home Wi-Fi Terms of Service

Surcharges, taxes & gov fees for your Verizon Home Internet services are included in your plan cost. Any surcharges, taxes & gov fees listed are for Whole-Home Wi-Fi or Whole-Home Wi-Fi Plus.

If your plan includes Whole-Home Wi-Fi or Whole-Home Wi-Fi Plus, billing starts upon activation of your Home Internet service, on your estimated delivery date, or day of in-store pickup or professional setup completion, whichever is earlier.

Question about your receipt? verizon.com/support or call 800-922-0204

Your Verizon receipt; generated on 12/30/2024 @ 05:10 UTC; order #: 11351672; location 0423101



1. Service address

The Home Internet Service and equipment are to be used exclusively at the qualified service address listed above and might not be moved to another address without our authorization.

Question about your receipt? [verizon.com/support](https://www.verizon.com/support) or call 800-922-0204

Your Verizon receipt; generated on 12/30/2024 @ 05:10 UTC; order #: 11351672; location 0423101

Exhibit 2



Thanks for your purchase, Diinele!

Account #	Order #	Date	Purchased via	Payment today
0974209710-00001	216281 216280	May 18, 2025	Telephone order # T329001	\$100.50

Here are today’s charges:

Item	Unit price	Charges
 Apple iPhone 16 Pro Max New line 256 GB WHITE TITANIUM 310-346-3635 IMEI: Available upon shipment	\$0.00/mo \$33.33/mo Retail price: \$1,199.99 Qty: 1	Amount: \$0.00 Taxes & gov fees*: \$100.50
		Subtotal: \$0.00 Taxes & gov fees*: \$100.50
Total:		\$100.50

*A breakdown of surcharges, taxes & gov fees is at the end of this document.



Here's how your bill will change:

Next bill*

\$250.36

Including one-time charges & credits.

→

Ongoing monthly*

\$171.67

Review your next bill estimate by scanning the QR code with your phone

Or go to verizon.com/nextbill

*Totals are estimated. Any changes made after this transaction may impact the bill estimate.

One time charges & credits

Your upcoming bill may include partial month charges or credits reflecting the change in your plan and/or services & perks.

Activation fee for new line (310-346-3635)

This fee will appear on your next bill only.

\$35.00

Get more. Save more.
Only with Verizon.

Check all your promos & offers
www.verizon.com/savingscenter

New charges

New Line

iPhone 16 Pro Max (310-346-3635)

⌵ Plan added

⌵ Device added

⌵ Discount added

⌵ Service added

Plan

UNLIMITED ULTIMATE

\$100.00

Device

iPhone 16 Pro Max monthly device payment

Agreement 1699299852

Device Promotional Credit

\$33.33

-\$33.33

Services & perks

Decline Device Protection

\$0.00

DIINELE DINAALI

(702-283-7185)

⌵ Plan added

⌵ Service added

Plan

5G HOME PLUS

\$80.00

Services & perks

MOBILE + HOME DISCOUNT

-\$15.00

Surcharges, taxes and gov fees

Surcharges, taxes and gov fees will be itemized on your next bill.

Surcharges

Taxes and gov fees

\$6.26

\$0.41



Question about your receipt? [verizon.com/support](https://www.verizon.com/support) or call 800-922-0204

Your Verizon receipt; generated on 05/18/2025 @ 08:42 UTC; order #: 216281, 216280; location T329001



Today’s purchase surcharges, taxes & gov fees breakdown:

Taxes & gov fees

We're required by law to collect taxes and government fees.

Clark Cnty Sales Tax	\$45.30
NV State Sales Tax	\$55.20

Total: **\$100.50**

Agreements

(View full agreement at vzw.com/myverizon)

Customer agreement

I **have read and agree** to the Verizon Customer Agreement including settlement of dispute by arbitration instead of jury trial, as well as the terms of the plan, optional services I have agreed to purchase and the [Verizon Privacy Policy](#). California customers view our [California Privacy Notice](#).

Device payment agreement

Notice to Buyer: This is a Retail Installment Sale Agreement(s)/Security Agreement(s), not a lease. Do not accept if it contains spaces. You have a right to a copy of this Agreement(s), keep it to protect your rights. You may pay off the full amount anytime. Please review the entire Agreement(s), including the additional Notice to Buyer provisions before accepting. I authorize Verizon to obtain my credit report information in connection with this order. I understand that this check will appear on my credit report as a soft inquiry and will not impact my credit.

Signature

Signed & Accepted Electronically

Additional information

Taxes, Surcharges and Fees

We use your service address for each wireless service line to determine how we bill taxes, other governmental charges, and Verizon surcharges (which are Verizon's charges, not taxes). As of April 1, 2025, for service other than 5G Home and LTE Home (which are not subject to these charges), these charges can add between 15% and 51% to your standard monthly access and other charges, and may include a Federal Universal Service Charge (36.6% of the interstate and international telecom charges; varies quarterly based on FCC rate), Regulatory Charge (\$0.19 per voice line, \$0.02 per data-only line) and Administrative and Telco Recovery Charge (\$3.50 per voice line, \$1.60 per data-only line). Taxes, other governmental charges, tariffs, and Verizon surcharges are subject to change. For more details on these charges, call 1-888-684-1888.

Ewaste tax disclaimer

Electronic waste should be recycled or disposed of properly. Contact www.in.gov/recycle/ or call 800-988-7901 for information.

Return policy

You may return or exchange wireless devices and accessories within 30 days of purchase. Gift cards are not eligible for return or exchange, except as required by law. A restocking fee of \$50 applies to any return or exchange of a wireless device (excluding Hawaii). You may exchange your device one time. For Buy One, Get One or similar offers, both items must be returned. See verizonwireless.com/returnpolicy for complete details.

Device promotion

You'll see your monthly promo credit in 1-2 billing cycles. If your credit takes 2 cycles to appear, you'll see the credit for the first cycle on your second bill, in addition to that month's credit. Only one promotion per line. Line(s) must remain active, on an eligible plan and in good standing to receive promotional value. The credits will end at the end of your promotional term or when you cancel, transfer or upgrade this line. If your promo credits are associated with a trade-in, you'll lose your credits when you pay off your device payment agreement (DPA) before your trade-in device is received and the device you traded in must be in good working and cosmetic condition to receive credits. If you purchased your device on a DPA with an offer to Buy One device, and Get One device at a discount (or Free), then credits will also end when the DPA balance is fully paid.

Question about your receipt? verizon.com/support or call 800-922-0204

Your Verizon receipt; generated on 05/18/2025 @ 08:42 UTC; order #: 216281, 216280; location T329001



Decline equipment protection

I understand that by declining equipment protection, if my device is lost, stolen, damaged or experiences a post-warranty defect, I must pay any balance on my device payment agreement (if applicable). If I choose to replace it with a new device, I may be required to pay full retail price, which may exceed \$1,000.00. I understand that I only have 30 days to enroll in coverage after my device activation.

Question about your receipt? [verizon.com/support](https://www.verizon.com/support) or call 800-922-0204

Your Verizon receipt; generated on 05/18/2025 @ 08:42 UTC; order #: 216281, 216280; location T329001

Exhibit 3

Diinele, we received your order.

Verizon Wireless <VZWMail@ecrmemail.verizonwireless.com>
To: "HI" <HI@DIINELE.EMAIL>

Tue, May 20, 2025 at 4:55 PM

Verizon

verizon

ShopSupportMy Verizon

Thanks for your order.

View receipt

Order summary

Order placed:	5/20/2025
Order number(s):	71136
Order location code:	X821401
Due today:	\$0.00
Bill to:	Diinele Dinaali 4200 Paradise Rd 2028 Las Vegas, NV 89169

Billing for mobile Service begins when your Service is activated, or, if your device is mailed to you, on your estimated delivery date; billing for Verizon Home Internet (Wireless) Service starts on your estimated delivery date, or day of in-store pickup or professional setup completion, whichever is earlier.

Documents and receipt

View today's receipt

Visit Documents and Receipts in My Verizon to view your receipt with additional details regarding today's charges and monthly charges for your plans, devices, and subscribed services that you may have.

View a summary of your next bill

for bill details, upcoming changes or credits to your monthly bill and important account information.

Review device protection brochure

for additional information about your device protection enrollment, select the appropriate brochure based on your wireless account billing address.

Review device installment privacy notice

Order details

Shipping

Track my order

We're preparing your order for shipping.

Devices



Apple iPhone 16 Pro Max

Mobile number ending in 0454

Ship by: 5/22/2025

Get step-by-step instructions on how to set up your new smartphone at [Verizon Smart Setup](#).

Shipping information

Ship to: Csoki
3825 South Maryland Parkway

Suite A
Las Vegas, NV 89119

Shipping type: Free 2 Day By 8pm
Estimated delivery date: 5/22/2025



See how to save on your monthly Verizon bill.

When you open a Verizon Visa® Card account and enroll in Verizon Auto Pay.



Turn on paper-free billing.

Enjoy more convenience and less clutter by viewing your bills online and through the app.



Contact us

Download My Verizon app



Phones Tablets Accessories Plans myAccess Stores My Verizon App

 Account number ending in: 9710-00001

In Massachusetts and Nevada, sales tax is computed on the higher of the device price or VZW's cost for the device. In California, when a device is purchased for a 2 Year Contract price, sales tax is computed on the retail price of the device.

We reserve the right to limit quantities. You cannot change your shipping address after you submit the order. Keep in mind that your signature is required at the time of delivery.

*VERIZON VISA CARD: Application required. Subject to credit approval. To apply, must be a Verizon Wireless Account Owner or Account Manager on an account with up to 12 phone lines max (depending on plan).

REWARDS: Purchases subject to credit approval. See the Verizon Visa® Credit Card [Rewards Program Terms & Conditions](#) in application for details and restrictions.

The Verizon Visa® Card is issued by Synchrony Bank pursuant to a license from Visa USA Inc.

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This email was sent to HI@DIINELE.EMAIL. We respect your privacy. Please review our [Privacy Policy](#). If you think this email was sent in error or you'd like to update your contact information, please visit our [preference center](#).

Verizon, One Verizon Way, Mail Code: 180WVB, Basking Ridge, NJ 07920

Exhibit 4

INSTALLMENT LOAN AGREEMENT/SECURITY AGREEMENT

CREDITOR: Verizon Wireless Services LLC ("Verizon Wireless")
One Verizon Way, Basking Ridge, NJ 07920 (800)-922-0204

SELLER :

CELLULAR SALES LAS VEGAS MARYL
3825 S MARYLAND PKWY, VERIZON, LAS VEGAS, NV, 89119
Location Code : X821401
Transaction # : 71568
Application # : 393164489
Contract # : 1682228610
Transaction date: 06/01/2025

BORROWER'S NAME DIINELE DINAALI
BORROWER'S PHONE NUMBER 310-346-3635
ACCOUNT OWNER'S ADDRESS 4200 PARADISE RD, 2028, LAS VEGAS, NV, 89169
DESCRIPTION OF GOODS iPhone 16 Pro Max/MYW43LL/A ("**Device**")
RETAIL PRICE (before down payment): \$1,210.00 DOWN PAYMENT (if applicable): \$0.00

YOU, meaning the Borrower named above, agree to pay the Creditor, Verizon Wireless, the Loan Amount disclosed in the itemization of Amount Financed below, pursuant to the terms of this Installment Loan Agreement/Security Agreement (the "Device Payment Agreement"). For purposes of this Device Payment Agreement, the terms "We," "Us," or "Our" means Verizon Wireless.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of Your credit at a yearly rate 0%	The dollar amount the credit will cost You \$0.00	The amount of credit provided to You or on Your behalf \$1,210.00	The amount You will have paid after making all payments as scheduled \$1,210.00

Your payment schedule will be:

Number of Payments : 36

Amount of Payments: Payment 1: \$33.65 Payment 2-36: \$33.61

When Payments are Due: monthly starting on 06/25/2025

SECURITY. You are granting to Creditor a security interest in the Device.

LATE CHARGE. Payments received 15 or more days after Your due date may incur a late payment fee of up to 5% or \$5, whichever is less.

ADDITIONAL INFORMATION. Please see Your Device Payment Agreement terms for any additional information about nonpayment, default, any required payment in full before scheduled payments dates, and prepayment terms.

ITEMIZATION OF AMOUNT FINANCED OF

(A) LOAN AMOUNT	\$1,210.00
(B) FINANCE CHARGE	\$0.00
(C) AMOUNT FINANCED	\$1,210.00

DEVICE PAYMENT AGREEMENT TERMS

1. **DEVICE PAYMENT AGREEMENT.** THIS DEVICE PAYMENT AGREEMENT REQUIRES THAT YOU MAINTAIN SERVICE WITH VERIZON WIRELESS UNDER YOUR CUSTOMER AGREEMENT. ALTHOUGH YOUR CUSTOMER AGREEMENT WITH VERIZON WIRELESS IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS DEVICE PAYMENT AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. ADDITIONALLY, ANY DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DISPUTES AGAINST THE SELLER AND/OR VERIZON WIRELESS) SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS", WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND VERIZON WIRELESS (AND/OR THE SELLER) BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.
2. **PAYMENTS.** Payment is due as stated on Your Verizon Wireless bill. IF WE DO NOT RECEIVE PAYMENT WITHIN FIFTEEN (15) DAYS OF THE DUE DATE, WE MAY CHARGE YOU A LATE PAYMENT FEE OF UP TO 5% OF THE UNPAID BALANCE OF YOUR BILL OR \$5, WHICHEVER IS LESS, except where prohibited by law. Your specific payment schedule is provided on page 1. Returned checks will be subject to a fee of up to \$25, except where prohibited by law. Payments You make will be applied first to balances due under Your Customer Agreement and then to balances due under this Device Payment Agreement. If You have more than one device financing agreement with Verizon Wireless on Your account, payments will be applied to the oldest one first, and then to more recent ones in order of age; if two device financing agreements with Verizon Wireless are entered into on the same day, the one added to Our system first will be deemed older. Your payment schedule is determined by the date that You accept these terms and conditions, which allows Us to apply charges to Your bill. If You order a Device that is not available for shipment at the time of order, We will provide You with a payment schedule based on Our best estimate of when Your Device will be shipped. Your first payment will not be due until the Device is shipped. For any Device not available for shipment at the time of order, You agree that We may update the estimated payment schedule when Your Device is shipped, and We will provide the new payment schedule to You in writing. Additionally, if a delay in accepting this Device Payment Agreement or activating Your Device results in any charges becoming due on a date(s) later than the payment schedule, We will provide You with an updated payment schedule on Your bill. If You do not activate Your Device within thirty-five (35) days of receipt, it shall be considered an event of Default subject to Section 6 of this Device Payment Agreement. If Your Device qualifies for an early upgrade offer, visit verizonwireless.com/upgradeterms for further details, terms and conditions.
3. **PREPAYMENT:** You may pay the total amount due under this Device Payment Agreement at any time before the final scheduled payment is due, and You will not have to pay a penalty. If You pay more than the monthly payment due, any excess amount You pay will be credited to Your account, and applied to any future charges pursuant to Section 2 above.
4. **SECURITY INTEREST.** You are granting to Verizon Wireless a purchase money security interest ("PMSI") in the Device and any or all cash or non-cash proceeds of the Device (including, as applicable, any substitutions or replacements), to secure Your payment and performance of Your obligations under this Device Payment Agreement (collectively, the **"Secured Obligations"**). The PMSI You are granting to Verizon Wireless is subject to the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed and will continue until Verizon Wireless has received payment in full of the Secured Obligations. We have no right to unlawfully enter Your premises or commit any breach of the peace to repossess goods (Device) purchased under this Device Payment Agreement. If You are in Default under this Device Payment Agreement, We may take possession of the Device and may sell, lease, or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.
5. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Device Payment Agreement. Even if the Device is lost, stolen or damaged, You remain obligated for the Amount Financed. We recommend that You obtain property insurance on the Device. You may obtain property insurance from others for the Device purchased under this Device Payment Agreement.

6. **DEFAULT AND REMEDIES.** You are in default under this Device Payment Agreement if You fail to make any required payment when due or within fifteen (15) days of the due date; You terminate Your Customer Agreement; We terminate Your Customer Agreement for good cause; You breach any covenant, representation or warranty hereunder which is not cured within ten (10) days after written notice to You; or We terminate Your Service for breach (each a "**Default**"). To the extent permitted by applicable law, upon a Default We have the right to require You to pay immediately the entire remaining balance in full under this Device Payment Agreement, and to pay Us actual and reasonable costs of collection. In addition, to the extent permitted by applicable law, upon a Default We may (a) take possession of the Device, (b) sell, lease or otherwise dispose of the Device, and/or (c) exercise all other remedies available to a secured party under the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed or other applicable law. We will give You notice of Our intent to exercise Our rights as required by applicable law.
7. **ASSIGNMENT.** We may, without Your consent, and without giving You notice, assign or transfer this Device Payment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all Our rights, powers, privileges and remedies under this Device Payment Agreement. You agree You will not assign this Device Payment Agreement or any interest in it and will not sell or transfer, or offer to sell or transfer or enter, or offer to enter, into any lease with respect to the Device covered by this Device Payment Agreement without Our prior written consent.
8. **MILITARY LENDING ACT DISCLOSURE.** If You are a member of the active military, or a spouse or dependent of the active military, the following apply (the federal government requires Us to provide this notice to You even though we do not assess any of the fees referenced below): Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please refer to the Truth In Lending Act disclosures in this Device Payment Agreement for information regarding Your monthly payments. To hear this statement of rights under the Military Lending Act, please call 800-922-0204 and mention Military Lending Act.
9. **ELECTRONIC ACCESS TO DEVICE PAYMENT AGREEMENT / OTHER COMMUNICATIONS.** By signing below, You acknowledge that You have access to Verizon Wireless' website at www.verizonwireless.com, where a copy of this Device Payment Agreement and related privacy and other communications will be provided to You. You also consent to receive account-related communications in an electronic format, such as by email. If You want a paper copy of this Device Payment Agreement, You may ask Your sales representative to email or print a copy for You.
10. **BORROWER'S RIGHT TO CANCEL.** If You do not want the Device purchased from the Seller under this Device Payment Agreement, You may cancel this Device Payment Agreement by contacting the Seller in person within thirty (30) days of Your acceptance. You must return Your Device pursuant to the Seller's return policy to obtain a refund. If You do not return Your Device within the return period, You will be charged for the Amount Financed for Your Device.
11. **SOUTH DAKOTA CUSTOMERS:** If there are any improprieties in the making or servicing of this Device Payment Agreement, please contact the South Dakota Division of Banking:
South Dakota Division of Banking
1714 Lincoln Ave, Suite 2
Pierre, SD 57501
(605) 773-3421
12. **ILLINOIS CUSTOMERS:** The Illinois Predatory Loan Prevention Act ("PLPA") prohibits an installment sales agreement that imposes a PLPA Annual Percentage Rate ("PLPA APR") exceeding 36% on the unpaid balance of the amount financed. Any installment sales agreement with a PLPA APR over 36% is null and void and may not be collected. Disclosed APR may be lower than PLPA APR.

I agree to all the terms and conditions of the Installment Loan Agreement/Security Agreement (ILA), including my obligation to make the monthly payments described on page 1 of my ILA, my right to cancel within thirty (30) days, and my grant of a security interest to Verizon Wireless in the device.

(Borrower's Signature)

Version 06/28/2024 -IND

06/01/2025

(Date)

Customer Agreement

I have read and agree to the Verizon Customer Agreement (CA) including settlement of dispute by arbitration instead of jury trial, as well as the terms of the plan, optional services I have agreed to purchase and the Verizon Privacy Policy ([verizon.com/about/privacy/full-privacy-policy](https://www.verizon.com/about/privacy/full-privacy-policy)). California customers view our California Privacy Notice ([verizon.com/californiaprivacy](https://www.verizon.com/californiaprivacy)). I authorize Verizon to obtain my credit report information in connection with this order. I understand that this check will appear on my credit report as a soft inquiry and will not impact my credit

Device Payment Agreement

I acknowledge that I was provided an opportunity to review my completed Installment Loan Agreement(s)/Security Agreement(s) (ILA(s)). I agree to all of the terms and conditions of the ILA(s), including my obligation to make the monthly payments described on page 1 of my ILA(s), my right to cancel within thirty (30) days, and my grant of a security interest to Verizon Wireless in the device(s). I understand that no one can make changes to the ILA(s) and that no handwritten markings or strikeouts are binding on Verizon Wireless.

I am aware that I can view the CA and the ILA(s) anytime at [verizonwireless.com](https://www.verizonwireless.com).

By signing below, I agree to the ILA, the CA and the Verizon Privacy Policy.



06/01/2025

Signature

(Date)

Exhibit 5

Re: Verizon Case 3406323 (CASE 3406323)

Court Headquarters ERT <CERSHQERTCT@verizonwireless.com>
To: "hi" <hi@diinele.email>

Wed, Jun 17, 2026 at 11:29 AM

Mr. Dinaali,

Thank you for your document and the questions/requests included therein. Many of the items in the document appear to be asked in anticipation of your arguments at trial. If so, please note that I will be representing Verizon in its defense at that trial. If the court allows, you may ask me your questions at that time. For now, I will answer only those questions that will enhance your understanding of the documents I have sent you. Since you do not yet have them all (the FedEx delivery remains pending), I will withhold all comments for the time being.

Please let me know once you have received the invoices and have taken the opportunity to review them so that I can answer any questions you may have about them as well.

-----Original Message-----

From: hi@diinele.email
Sent: 06/17/2026 12:46 CDT
To: VZW CERS HQ ERT COURT
Cc:
Subject: Re: Verizon Case 3406323 (CASE 3406323)
Mr. Morrow,

Please view the attached file and respond ASAP. Thank you

Diinele Dinaali

On Jun 17 2026, at 6:44 am, Court Headquarters ERT <CERSHQERTCT@verizonwireless.com> wrote:

Mr. Dinaali,

I will answer every question and fill every request from you that I deem to be commensurate to your rights as both former customer and plaintiff. All I ask in return is that you be specific in your requests, and to keep your language choices professional. I have only addressed you with respect. I ask you to offer me the same courtesy. Please do not use degenerative language or threats.

My function is not to 'provide you EVERYTHING in our possession' so that you can 'pursue criminal charges' against Verizon. What I'm doing is providing with the documents you are entitled to receive as a Verizon account owner. We decline to provide anything outside of that. I have reviewed all the emails you sent after I left for the night. I have, to the best of my ability, isolated the specifics matters pertaining to your requests. Please see the following responses:

"... I need to know where in my contract does it say, or does it not say that the phone I purchased from you was covered by insurance."

Verizon offers device insurance coverage as an **option**, not a standard. You would have had to request it because there are additional charges of up to \$25.00 per covered device that would appear on your monthly invoices. Because we have no record of a request for any insurance coverage from you, none is listed where you would normally find them - which would be on the Customer Receipts I emailed to yesterday or on the invoices I sent you via FedEx. In fact, on Pages 2 and 5 of the May 18, 2025 receipt, it shows insurance coverage was 'Declined' for the iPhone 16 Pro Max.

By the way, I just checked FedEx's tracking tool. They have scheduled your envelope to arrive today by 1:10 pm.

"...I need to know where in the contract does it say that I would get reimbursed for the phone I lost with my previous provider before I switched to you."

If I understand you correctly, you're claiming that Verizon agents told you that you would receive an \$800.00 credit to help recover expenses following the loss of a device you owned before you became a Verizon customer. If that was your

understanding, then I can only state that Verizon has no promotion or benefit that would allow such a claim.

I do have a question for you: Did you trade in a device when you purchased the iPhone 16 Pro Max? You were getting a promotional discount for the device before it was disconnected. I wonder if they're related.

"...I also need to know where does it cover that I had a combined internet and phone service..."

Verizon's wireless and wireline services do not combine their billing. Customers with both services receive separate invoices from separate accounts. The only mention of any Verizon wireline (or "Home") service you may have (or had) can be found as a promotional discount on the wireless invoices you are scheduled to receive today. It is listed as a "Mobile + Home discount" of up to \$15.00 off the invoices each month.

"...All service agreements relating to the phone and internet accounts..."

I have access only to the wireless services - which would include the lines supporting the iPhone 16 Pro Max and the Home Internet gateway device. I emailed you the receipts and their corresponding terms and conditions for those lines yesterday. If you also have (or had) Verizon service for a landline phone or FiOS, please contact their Customer Care teams for assistance.

"...All phone insurance enrollment records..." and "...All records identifying the insurer and policy number..."

As previously stated, none exist. We have no record of an opt-in for device insurance coverage from you.

"...All electronic signatures or acknowledgments..."

I'm providing with a copy of the installment financing agreement for the iPhone 16 Pro Max. It is signed. With its delivery, you should now have all signature-bearing documents bearing documents for the wireless service.

Your demands for "call recordings", "communications", account notes", and/or "customer file" are all respectfully declined. As previously stated, my participation in these email exchanges is to ensure that you have the documents you are entitled to receive (and should have already possessed) as a Verizon account owner.

-----Original Message-----

From: hi@diinele.email

Sent: 06/16/2026 18:22 CDT

To: VZW CERS HQ ERT COURT

Cc:

Subject: Verizon Case 3406323

Mr. Morrow,

This is to confirm that, despite multiple requests, you have failed to provide all requested information and documents relating to the breach of contract matter and the claims made by Verizon and its representatives.

Your continued failure to produce the requested records leaves significant questions unanswered regarding the factual basis for Verizon's position and the representations made to me concerning my account and related services.

Absent a complete response, I will be forced to conclude that Verizon is either unwilling or unable to produce records relevant to these matters. I reserve all rights to raise this issue in connection with forthcoming civil proceedings and any complaints or referrals submitted to appropriate regulatory or law enforcement authorities.

Please consider this a final request for the production of all responsive records, communications, contracts, account documents, and other materials relating to this matter.

Regards,

Diinele Dinaali

!zs19786902!ze

!zs19788717!ze

Exhibit 6

[Sign in](#)[Call Us: 1-800-VERIZON](#)[Call now](#)[Articles / Deals / Red Hot Deal Days](#)

Red Hot Deal Days 2025: Get some sizzling deals from Verizon

[Stay connected](#) [Accessory deals](#) [Verizon home internet](#) [Start your summer](#)[Feedback](#)**Verizon**

Red Hot Deal Days 2025: Get some sizzling deals from Verizon



2 min

Start your summer with the hottest deals of the season from Verizon. Whether you're planning a grand adventure or looking forward to a staycation at home, check out the scorching hot deals from Verizon on everything from new devices to accessories to streaming services.

Stay connected while traveling with myPlan

You're not fully packed for your summer adventures without the Verizon mobile network. With nationwide coverage, you have access to the best deals on the Verizon myPlan, including the Plan Apple, the Plan Google, the Plan Amazon, and the Plan Netflix.

We use technologies to collect and share information about your use of our site. By continuing, you agree to the use of these capabilities for a better experience and other purposes. Learn more in our [Privacy Policy](#).

[Close](#)



You Tube Premium or other available streaming services to your [Fios Home Internet](#) or [5G Home Internet](#) plans and stream your favorite summer blockbusters at home.

Not satisfied with your internet speed? Check out our [home internet deals](#) to find a speed to fit all your streaming needs.

Start your summer with Red Hot Deal Days at Verizon

Kick off the 2025 summer season with some scorching hot deals from Verizon. Check out the [current deals](#) and learn more about Verizon mobile and home products. You can even bundle your phone and internet services together with [Mobile and Home deals](#).

Bookmark these pages so you can see the latest deals on:

- [Mobile and Home Deals](#)
- [Current Verizon Deals](#)
- [Smartphone Deals](#)
- [Home Internet Deals](#)
- [Meta Bundle Deal: Save \\$100](#)
- [Accessory Deals Up to 50% Off.](#)

We use technologies to collect and share information about your use of our site. By continuing, you agree to the use of these capabilities for a better experience and other purposes. Learn more in our [Privacy Policy](#).

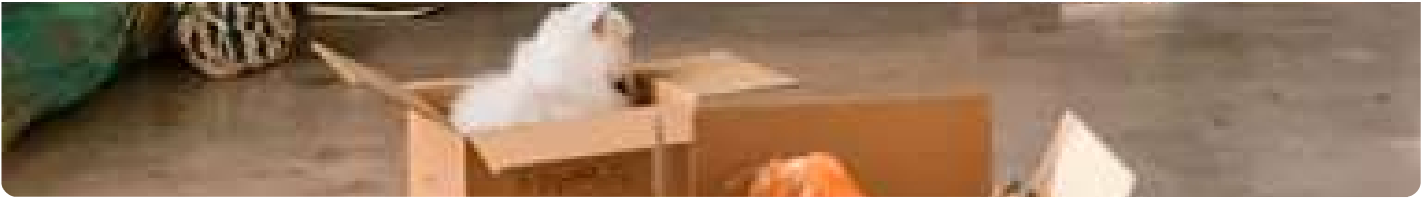


Bundle and save

Save on home internet, phone, perks and more. Keep it all together with Verizon.

Get started

We use technologies to collect and share information about your use of our site. By continuing, you agree to the use of these capabilities for a better experience and other purposes. Learn more in our Privacy Policy.



Internet service in your area

Find the fastest Verizon internet service available at your address.

Check internet availability

We use technologies to collect and share information about your use of our site. By continuing, you agree to the use of these capabilities for a better experience and other purposes. Learn more in our Privacy Policy.



Unlimited data plans

Customize your unlimited plan with perks at a discount.

Learn more

Save big with Verizon exclusive offers

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Verizon Support



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We use technologies to collect and share information about your use of our site. By continuing, you agree to the use of these capabilities for a better experience and other purposes. Learn more in our Privacy Policy.

Exhibit 7

Bill & payment history

Pay bill

- Next bill estimate →
- Payment settings →
- Documents & receipts →
- Media & apps purchases →

Feedback

Bill History Payment History

Payments summary: [↓ CSV](#) [↓ PDF](#)

\$1,538.94

VISA

Debit card *5143

Conf#: WOTG0000000000448210325

2025

Sep 21



VISA

Credit card *5143

Conf#: 385186699935976

\$87.06

2025

May 27

VISA

Credit card *1927

Conf#: WOTG0000000000440916626

\$87.06

2025

Apr 25

VISA

Debit card *9987

Conf#: 465116115074169

\$87.06

2025

Mar 27

VISA

Debit card *9987

Conf#: 465087021278864

\$80.00

2025

Feb 25

VISA

Debit card *9987

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Exhibit 8

**DECLARATION OF C. LARRY CARBO, III IN SUPPORT OF
MOTION TO SET ASIDE DEFAULT**

I, C. Larry Carbo, III, after being sworn, declares as follows:

1. I am an attorney licensed to practice law in the State of Texas. I am an Equity Shareholder at the law firm of CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY, P.C. (“CHWWA”). I am CHWWA’s Managing Shareholder and have also served on CHWWA’s Board of Directors since 2022. I am over the age of 18 years and a resident of Texas.

2. I make this declaration based on personal knowledge, except as stated to be based on information and belief, and as to that information, I believe it to be true. If called upon to testify as to the contents of this declaration, I am legally competent to do so in a court of law.

3. I make this declaration in support of the Motion to Set Aside Default (“Motion”) and, under EDCR 2.26, in support of Cellular Sales of Knoxville, Inc. (“CSOKI”) request for an order shortening time for hearing on the Motion.

4. I have represented CSOKI since approximately 2010.

5. CSOKI contacted me about assisting it in obtaining local counsel in this matter. On July 28, 2026, I connected CSOKI with McDonald Carano LLP.

6. Recognizing the deadline to answer was July 28, 2026, I called Plaintiff Diinele Dinaali (“Plaintiff”) at the number identified in her complaint, 310-346-3635.

7. Plaintiff answered the phone, and during the conversation, I requested a two-week extension to August 11, 2026 to respond to the complaint in this matter. Plaintiff agreed to the extension.

8. After the call, I emailed Plaintiff to confirm the extensions. A true and correct copy of that email communication is attached to the Motion as **Exhibit A**.

9. Based on these communications, CSOKI understood and reasonably relied on Plaintiff’s agreement that its time to respond was extended by two weeks, to August 11.

///

///

///

///

1 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true
2 and correct.

3 DATED this 31st day of July, 2026.

4 /s/ C. Larry Carbo
5 C. Larry Carbo, III
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EXHIBIT 9

1 **DECL**

2 Ryan J. Works (NSBN 9224)
3 Jonah Gavish (NSBN 17197)
4 MCDONALD CARANO LLP
5 2300 West Sahara Avenue, Suite 1200
6 Las Vegas, NV 89102
7 Telephone: (702) 873-4100
8 rworks@mcdonaldcarano.com
9 jgavish@mcdonaldcarano.com

10 *Attorneys for Defendant Cellular*
11 *Sales of Knoxville, Inc.*

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 DIINELE DINAALI, an individual

15 Plaintiff,

16 vs.

17 CELLCO PARTNERSHIP d/b/a VERIZON
18 WIRELESS, a Delaware Partnership; CELLULAR
19 SALES OF KNOXVILLE, INC. d/b/a CELLULAR
20 SALES, a Tennessee Corporation; DION
21 MORROW, an individual; FRANKLIN JACKSON,
22 an individual; DOES 1 THROUGH 10; ROE
23 CORPORATIONS 1 THROUGH 10, inclusive,

24 Defendants.

Case No.: A-26-949658-C

Dept No.: XXV

25 **DECLARATION OF C. LARRY**
26 **CARBO, III IN SUPPORT OF MOTION**
27 **TO DISMISS**

28 I, C. Larry Carbo, III, after being sworn, declares as follows:

1. I am an attorney licensed to practice law in the State of Texas. I am an Equity Shareholder at the law firm of CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY, P.C. ("CHWWA"). I am CHWWA's Managing Shareholder and have also served on CHWWA's Board of Directors since 2022. I am over the age of 18 years and a resident of Houston, Texas.

2. I make this declaration based on personal knowledge, except as stated to be based on information and belief, and as to that information, I believe it to be true. If called upon to testify as to the contents of this declaration, I am legally competent to do so in a court of law.

3. I have represented Cellular Sales of Knoxville, Inc. ("CSOKI") since approximately 2010.

By: /s/ C. Larry Corbo, III
C. Larry Corbo, III

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 17th day of August, 2026, a true and correct copy of the foregoing **DECLARATION OF C. LARRY CARBO, III IN SUPPORT OF MOTION TO DISMISS** was electronically submitted to the Clerk of the Court via the Clark County District Court Electronic Filing Program which will serve copies to all counsel of record registered to receive such electronic notification.

By: /s/ Shilah Bettinger

An employee of McDonald Carano LLP

EXHIBIT 10

**DECLARATION OF JONAH GAVISH IN SUPPORT OF
MOTION TO SET ASIDE DEFAULT**

I, Jonah Gavish, after being sworn, declares as follows:

1. I am an attorney licensed to practice law in the State of Nevada and am an associate at the law firm of McDonald Carano LLP. I am over the age of 18 years and a resident of Clark County, Nevada. I make this declaration based on personal knowledge, except as stated to be based on information and belief, and as to that information, I believe it to be true. If called upon to testify as to the contents of this declaration, I am legally competent to do so in a court of law.

2. I am counsel for Defendant Cellular Sales of Knoxville, Inc. ("CSOKI").

3. I make this declaration in support of the Motion to Set Aside Default ("Motion") and, under EDCR 2.26, in support of CSOKI's request for an order shortening time for hearing on the Motion.

4. Based on my representation of and communications with CSOKI, and on information and belief, CSOKI is a Tennessee corporation. It is not incorporated in Nevada, does not maintain its principal place of business in Nevada, and has no offices, employees, property, agents, bank accounts, or operations in Nevada. CSOKI does not transact business in Nevada and has no contacts of any kind with this State.

5. CSOKI was never served. As reflected in the Declaration of Service Plaintiff filed on July 7, 2026 (attached as **Exhibit E**), Plaintiff purported to serve CSOKI by delivering the summons and complaint to CT Corporation System in Carson City, Nevada, as the registered agent of a Nevada entity. CT Corporation System is not CSOKI's registered agent; CSOKI, a Tennessee corporation, has no registered agent in Nevada. Plaintiff served the Nevada registered agent of a different entity, not CSOKI.

6. My firm was retained to represent CSOKI on the morning of July 28, 2026, the same day on which any response would have been due had service been proper. CSOKI's retained counsel from Texas, C. Larry Carbo, III, promptly requested an extension of time to respond from Plaintiff.

7. Plaintiff agreed to a two-week extension of CSOKI's time to respond. Mr. Carbo confirmed Plaintiff's agreement to the two-week extension by email, a true and correct copy of which is attached as **Exhibit A**.

1 8. Also on July 28, I sent Plaintiff an email attaching a proposed stipulation and order
2 memorializing the two-week extension, a true and correct copy of which is attached as **Exhibit B**.
3 Plaintiff did not respond to that email.

4 9. Notwithstanding Plaintiff's agreement to the extension, Plaintiff requested entry of
5 default against CSOKI on July 28, 2026 at 4:46 p.m., the very day any response would have originally
6 been due, and the Clerk entered default on July 29, 2026. A true and correct copy of the Default is
7 attached as **Exhibit D**. Plaintiff gave CSOKI no notice of her intent to take default and did not inquire
8 into CSOKI's intent to defend before requesting it, even though she knew CSOKI had retained counsel
9 and was actively communicating with her about its response.

10 10. Separately, Plaintiff responded with a series of hostile and abusive messages. A true and
11 correct copy of that email exchange is attached as **Exhibit C**.

12 11. Plaintiff's messages included an email she sent on July 28, 2026 at 5:30 p.m. stating:
13 "Don't you ever disrespect me you little boy: www.jonahgavish.com**Error! Hyperlink reference**
14 **not valid..**" The link directs to a website Plaintiff created that publishes false information about me and
15 appears intended to disparage my professional reputation. See **Exhibit C**. It is my understanding that
16 Plaintiff has created these websites on numerous occasions, against other attorneys and judges, and has
17 sworn to that fact in her *Motion for Voluntary Recusal of District Judge Joanna S. Kishner*. See Pl's
18 Motion for Vol. Rec. of Dis. Judge. Joanna S. Kishner at p. 3-4.

19 12. CSOKI seeks relief on an order shortening time because a default is now on file against
20 a defendant that was never served and over which this Court lacks personal jurisdiction, and CSOKI
21 wishes to promptly present its defenses without laboring under an improper default. No party will be
22 prejudiced by an expedited hearing and this case is in its infancy.

23 13. I understand that a Motion for Temporary Restraining Order is set for **August 11, 2026,**
24 **at 9:00 a.m.** If this Court is inclined to set the hearing on this Motion on that same date and time, I am
25 available to appear and argue this Motion.

26 ///

27 ///

28 ///

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Jonah Gavish

EXHIBIT 11

diinele <hi@diinele.email>

A-26-949658-C - OST - Diinele Dinaali v. Cellco Partnership d/b/a Verizon Wireless, et al.

Ryan J. Works <rworks@mcdonaldcarano.com>

Sat, Aug 1, 2026 at 1:11 PM

To: "diinele" <hi@diinele.email>

Cc: <lfink@springelfink.com>, <jgavish@mcdonaldcarano.com>, <kkirn@mcdonaldcarano.com>, <sbettinger@mcdonaldcarano.com>

Hi,

I am the partner in charge of this matter. Please direct your communications to me. Mr. Gavish has presented our defense pursuant to Nevada law, in a professional and standard manner, at my direction, and in compliance with all applicable rules and substantive Nevada law. We need you to consider the consequences of your actions against an opposing counsel who is merely representing his client. If this conduct persists we will pursue additional actions and remedies against you personally. This has unfortunately escalated to my attention as a result of your misconduct. We reserve all rights.

Ryan J. Works | Partner

McDONALD CARANO
YOUR NEVADA LAW FIRM SINCE 1949
D: 702.257.4507 | C: 702.580.7825
E: rworks@mcdonaldcarano.com

From: diinele <hi@diinele.email>**Sent:** Saturday, 01 August 2026 12:06:41**To:** DC25Inbox@clarkcountycourts.us <DC25Inbox@clarkcountycourts.us>**Cc:** lfink@springelfink.com <lfink@springelfink.com>; Ryan J. Works <rworks@mcdonaldcarano.com>; Jonah Gavish <jgavish@mcdonaldcarano.com>; Kimberly Kirn <kkirn@mcdonaldcarano.com>; dept10lc@clarkcountycourts.us <dept10lc@clarkcountycourts.us>; Shilah E. Bettinger <sbettinger@mcdonaldcarano.com>**Subject:** Re: A-26-949658-C - OST - Diinele Dinaali v. Cellco Partnership d/b/a Verizon Wireless, et al.

diinele <hi@diinele.email>

A-26-949658-C - OST - Diinele Dinaali v. Cellco Partnership d/b/a Verizon Wireless, et al.

Ryan J. Works <rworks@mcdonaldcarano.com>

Sat, Aug 1, 2026 at 1:44 PM

To: "diinele" <hi@diinele.email>

Cc: <lfink@springelfink.com>, <kkirn@mcdonaldcarano.com>,
<sbettinger@mcdonaldcarano.com>, <espringel@springelfink.com>,
<jyu@yumollp.com>, <ewilczynski@springelfink.com>,
<bgoodman@yumollp.com>, <cershqertct@verizonwireless.com>,
<larry.carbo@chamberlainlaw.com>, <jgavish@mcdonaldcarano.com>

You should remove the website immediately. Otherwise, we will be pursuing you indefinitely. I'm sorry you thought this was appropriate.

Ryan J. Works | Partner

McDONALD CARANO
YOUR NEVADA LAW FIRM SINCE 1949
D: 702.257.4507 | C: 702.580.7825
E: rworks@mcdonaldcarano.com

From: diinele <hi@diinele.email>**Sent:** Saturday, 01 August 2026 13:39:07**To:** Ryan J. Works <rworks@mcdonaldcarano.com>**Cc:** lfink@springelfink.com <lfink@springelfink.com>; Kimberly Kirn <kkirn@mcdonaldcarano.com>; Shilah E. Bettinger <sbettinger@mcdonaldcarano.com>; espringel@springelfink.com <espringel@springelfink.com>; Jordan Yu <jyu@yumollp.com>; Ella Wilczynski <ewilczynski@springelfink.com>; Brett Goodman <bgoodman@yumollp.com>; CERSHQERTCT@verizonwireless.co <cershqertct@verizonwireless.com>; Carbo III, C. Larry <larry.carbo@chamberlainlaw.com>; Jonah Gavish <jgavish@mcdonaldcarano.com>**Subject:** Re: A-26-949658-C - OST - Diinele Dinaali v. Cellco Partnership d/b/a Verizon Wireless, et al.

diinele <hi@diinele.email>

**lfink@springelfink.com; espringel@springelfink.com;
jyu@yumollp.com; ewilczynski@springelfink.com;
bgoodman@yumollp.com; CERSHQERTCT@verizonwireless.com;
kkirn@mcdonaldcarano.com; jgavish@mcdonaldcarano.com;
larry.carbo@chamberlainlaw.com;**

Ryan J. Works <rworks@mcdonaldcarano.com>
To: "diinele" <hi@diinele.email>

Sat, Aug 8, 2026 at 9:57 AM

What I need from you is to take down, and transfer to us, the website that you created about my first-year associate Jonah Gavish. If we can accomplish that, I am willing to be reasonable here.

Ryan J. Works | Partner



D: 702.257.4507 | **C:** 702.580.7825
E: rworks@mcdonaldcarano.com

From: diinele <hi@diinele.email>
Sent: Saturday, August 8, 2026 8:22 AM
To: Ryan J. Works <rworks@mcdonaldcarano.com>
Subject: lfink@springelfink.com; espringel@springelfink.com; jyu@yumollp.com; ewilczynski@springelfink.com; bgoodman@yumollp.com; CERSHQERTCT@verizonwireless.com; kkirn@mcdonaldcarano.com; jgavish@mcdonaldcarano.com; larry.carbo@chamberlainlaw.com;

Mr. Works,

I have asked the judge to set aside the default but she is not taking the hearing off. I kindly ask that you withdraw your motion as the matter is moot and a huge burden to me. Thank you.

Regards,

Diinele Dinaali

diinele <hi@diinele.email>

**lfink@springelfink.com; espringel@springelfink.com;
jyu@yumollp.com; ewilczynski@springelfink.com;
bgoodman@yumollp.com; CERSHQERTCT@verizonwireless.com;
kkirn@mcdonaldcarano.com; jgavish@mcdonaldcarano.com;
larry.carbo@chamberlainlaw.com;**

Ryan J. Works <rworks@mcdonaldcarano.com>
To: "diinele" <hi@diinele.email>

Sat, Aug 8, 2026 at 10:39 AM

The website will come down or this will not end. You make allegations against him that are obviously untrue and directly harmful to his chosen career as a lawyer. Our currency in this profession is honesty and trustworthiness. Your website defames him on both counts, constituting defamation per se, and we are now going to pursue damages as a result. If you are unwilling to take down the website and transfer the domain to us, I suggest you consult with counsel as a lawsuit is imminent.

Ryan J. Works | Partner



D: 702.257.4507 | **C:** 702.580.7825
E: rworks@mcdonaldcarano.com

From: diinele <hi@diinele.email>
Sent: Saturday, August 8, 2026 10:03 AM
To: Ryan J. Works <rworks@mcdonaldcarano.com>
Subject: Re: Hearing

What does the website have to do with a mundane hearing? You were challenging the service of the complaint and the entry of default. They are both moot now as the service of First Amended Complaint supercedes and annuls both issues. You already got what you wanted. What else do you intend to accomplish by this hearing that you do not want to give it up?

On Aug 8 2026, at 9:57 am, Ryan J. Works <rworks@mcdonaldcarano.com> wrote:

EXHIBIT 12

1 **DECL**

2 Ryan J. Works (NSBN 9224)
3 Jonah Gavish (NSBN 17197)
4 MCDONALD CARANO LLP
5 2300 West Sahara Avenue, Suite 1200
6 Las Vegas, NV 89102
7 Telephone: (702) 873-4100
8 rworks@mcdonaldcarano.com
9 jgavish@mcdonaldcarano.com

10 *Attorneys for Defendant Cellular*
11 *Sales of Knoxville, Inc.*

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 DIINELE DINAALI, an individual

15 Plaintiff,

16 vs.

17 CELLCO PARTNERSHIP d/b/a VERIZON
18 WIRELESS, a Delaware Partnership; CELLULAR
19 SALES OF KNOXVILLE, INC. d/b/a CELLULAR
20 SALES, a Tennessee Corporation; DION
21 MORROW, an individual; FRANKLIN JACKSON,
22 an individual; DOES 1 THROUGH 10; ROE
23 CORPORATIONS 1 THROUGH 10, inclusive,

24 Defendants.

Case No.: A-26-949658-C

Dept No.: XXV

**DECLARATION OF PAMELA WHITE
IN SUPPORT OF MOTION TO DISMISS**

25 I, Pamela White, after being sworn, declare as follows:

26 1. I make this declaration based on personal knowledge, except as stated to be based on
27 information and belief, and as to that information, I believe it to be true. If called upon to testify as to
28 the contents of this declaration, I am legally competent to do so in a court of law.

29 2. I am the Chief Financial Officer, Vice President, and Secretary of Cellular Sales of
30 Knoxville, Inc. ("CSOKI"). I now hold, and have continuously held these positions, with CSOKI for
31 all relevant time periods.

32 3. I make this declaration in support of CSOKI's Motion to Dismiss.

33 4. CSOKI is a Tennessee corporation with its principal place of business in Knoxville,
34 Tennessee.

By: Pamela White
Pamela White

EXHIBIT 13

Entity Information**Entity Information****Entity Name:**

CELLULAR SALES OF NEVADA, LLC

Entity Number:

E0238912018-9

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

05/15/2018

NV Business ID:

NV20181352748

Termination Date:**Annual Report Due Date:**

5/31/2027

Compliance Hold:**Series LLC:**☐ **Restricted LLC:** ☐**Registered AGENT INFORMATION**

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM**

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20181908913

Office or Position:

Jurisdiction:

DELAWARE

Street Address:

701 S CARSON ST STE 200, Carson City, NV, 89701, USA

Mailing Address:

OFFICER INFORMATION

☐ **View Historical Data**

Title	Name	Address	Last Updated	Status
Manager	REESE K THOMAS	9040 EXECUTIVE PARK DR., 3RD FL, KNOXVILLE, TN, 37923, USA	05/16/2019	Active
Manager	PAMELA WHITE	9040 EXECUTIVE PARK DR., 3RD FL, KNOXVILLE, TN, 37923, USA	05/16/2019	Active

Page 1 of 1, records 1 to 2 of 2

[Return to Search](#)

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EXHIBIT 14

Entity Information**Entity Information****Entity Name:**

CELLULAR SALES SERVICES GROUP, LLC

Entity Number:

E0279352018-0

Entity Type:

Foreign Limited-Liability Company

Entity Status:

Active

Formation Date:

06/07/2018

NV Business ID:

NV20181414537

Termination Date:**Annual Report Due Date:**

6/30/2027

Compliance Hold:**Series LLC:**☐**Domicile Name:****Jurisdiction:**

Delaware

Registered AGENT INFORMATION

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM**

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20181908913

Office or Position:

Jurisdiction:

DELAWARE

Street Address:

701 S CARSON ST STE 200, Carson City, NV, 89701, USA

Mailing Address:

OFFICER INFORMATION

☐ View Historical Data

Title	Name	Address	Last Updated	Status
Manager	REESE K THOMAS	9040 EXECUTIVE PARK DR., 3RD FL, ROOM 329, KNOXVILLE, TN, 37923, USA	05/16/2019	Active

Title	Name	Address	Last Updated	Status
Manager	PAMELA WHITE	9040 EXECUTIVE PARK DR., 3RD FL, ROOM 329, KNOXVILLE, TN, 37923, USA	05/16/2019	Active
Page 1 of 1, records 1 to 2 of 2				
Filing History		Name History		Mergers/Conversions

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EXHIBIT 15



Cellular Sales Customer Agreement

Thank you for your purchase! Today's purchase is between you and the Cellular Sales entity identified above ("Cellular Sales"). Your agreement with Cellular Sales consists of this **Sale Invoice**, including the following **Sale Invoice Terms and Conditions**, the **CS Activation Terms and Conditions** if included with this Sale Invoice, the provisions of any **Trade-In Receipt** issued to you, and the provisions of any **Return Receipt** issued to you (collectively, the "Cellular Sales Customer Agreement").

Sale Invoice Terms and Conditions

Return and Exchange Policy. Except for wireless devices financed through Verizon (returns of which are governed by the CS Activation Terms and Conditions) and except as otherwise required to comply with applicable law, **RETURNS OF ALL PRODUCTS SOLD ARE AT THE DISCRETION OF CELLULAR SALES** based on the purchase date, condition, and other applicable factors. Cellular Sales reserves the right to reject the return of any product, or alternatively, to collect a damage charge (in cases where the product is not returned in the original box along with all included accessories, packaging, and UPC label, all in like-new condition) and/or restocking fee as a condition of return. Gift Cards are not eligible for return except as required by law. In the event that you paid for your purchase with cash or check, please be advised that any amount due to you in the event of an accepted return will be paid to you via Cellular Sales check which will be mailed to you once processed which could take 7-10 business days. Device Setup Services and other services which may be provided are **NON-REFUNDABLE**.

Trade-In Devices. TRADE-INS ARE FINAL. In no event can a trade-in device be returned to you after it is relinquished to Cellular Sales, even if the device purchased to replace the trade-in is returned.

Data Policies. With regard to contacts, pictures, texts, passwords, videos, and other information which may be stored on a device (collectively, "Data"), the following terms and conditions apply:

- **Trade-In And Returned/Exchanged Devices.** If you trade-in, return, or exchange a device (each, a "Submitted Device"), it may be resold. **YOU ARE RESPONSIBLE FOR DELETING ALL DATA** prior to relinquishing the Submitted Device to Cellular Sales. **YOU ACKNOWLEDGE AND AGREE THAT THE CELLULAR SALES PARTIES ASSUME NO RESPONSIBILITY, AND WILL INCUR NO LIABILITY TO YOU, EVEN IF WE ASSIST WITH THE DELETION, IN THE EVENT THAT SOMEONE ACCESSES ANY NON-DELETED DATA FROM YOUR SUBMITTED DEVICE. YOU AGREE TO HOLD EACH CELLULAR SALES PARTY HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM THE EXISTENCE OF YOUR DATA ON YOUR SUBMITTED DEVICE.**

- **Data Transfer.** In the event we assist you in transferring Data from one device to another device (a “Data Transfer”), please be advised that it is possible some or all of your Data may be lost or not transfer. **YOU ASSUME ALL RISK THAT DATA MAY BE LOST OR NOT TRANSFER. YOU ACKNOWLEDGE AND AGREE THAT THE CELLULAR SALES PARTIES ASSUME NO RESPONSIBILITY, AND WILL INCUR NO LIABILITY TO YOU, EVEN IF WE ASSIST WITH THE DATA TRANSFER, FOR ANY DATA WHICH MAY BE LOST OR NOT TRANSFER. YOU AGREE TO HOLD EACH CELLULAR SALES PARTY HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM A DATA TRANSFER INCLUDING LOST DATA.**

Accordingly, following the Data Transfer, you are encouraged to confirm that all Data was transferred correctly.

Warranty. WITH RESPECT TO EACH AND EVERY PRODUCT AND SERVICE SOLD, CELLULAR SALES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND CELLULAR SALES SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. However, the manufacturer of the product may provide a warranty which would be documented within the product packaging. In the event of a manufacturer’s warranty claim and unless otherwise directed by Cellular Sales: (i) within the first 30 days following the date of purchase, you should contact Cellular Sales with the warranty claim; and (ii) after 30 days, you should contact the manufacturer directly with the warranty claim.

Dispute Resolution: Both you and Cellular Sales agree that any and all disputes between us of any nature whatsoever, including without limitation claims arising under contract, tort claims of any nature, and claims arising under any statute such as, but not limited to, the Telephone Consumer Protection Act and similar state statutes, and regardless of whether based upon or arising out this transaction (each, a “Dispute”) will be governed by the Cellular Sales Dispute Resolution Agreement which can be accessed at <https://www.cellularsales.com/legal/dispute-resolution/> or upon request at any Cellular Sales location (the “Dispute Resolution Agreement”). **YOU ACKNOWLEDGE THAT THE DISPUTE RESOLUTION AGREEMENT PROVIDES THAT ANY AND ALL DISPUTES BETWEEN US (OTHER THAN CERTAIN DISPUTES SUBJECT TO THE JURISDICTION OF SMALL CLAIMS COURT PURSUANT TO SECTION 9 OF THE RULES) SHALL BE RESOLVED THROUGH BINDING ARBITRATION (RATHER THAN ANY STATE OR FEDERAL COURT) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES (THE “RULES”) AND THAT EACH OF US IS WAIVING ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST THE OTHER AND WAIVING THE RIGHT TO A JURY TRIAL.**

As used herein, the term “Cellular Sales Parties” means Cellular Sales of Knoxville, Inc., Cellco Partnership d/b/a Verizon Wireless, and their respective subsidiaries and affiliated companies along with, as to all of the foregoing entities, its former, current, and future members, officers, directors, employees, agents, and representatives.

If you have any questions, concerns, or comments regarding your Cellular Sales experience, please contact our **CUSTOMER SERVICE HOTLINE** at **877-851-0649**.

CS Activation Terms and Conditions

Terms not otherwise defined herein have the meanings ascribed in the attached Sale Invoice Terms and Conditions.

Taxes and Fees. Prices quoted for Verizon services do not include taxes and fees.

Financed Devices. If the Sale Invoice includes a credit entry (generally denoted as “Installment Amount” with a Tracking # which matches the device’s Tracking #) offsetting some or all of a device’s purchase price, then you have agreed to finance the purchase price of the corresponding device (a “Financed Device”) pursuant to the terms and conditions of the Installment Loan Agreement/Security Agreement entered into by you with Verizon (the “Device Payment Agreement” or “DPA”). **CANCELLING YOUR VERIZON SERVICE FOR THE TELEPHONE NUMBER OR DATA LINE (EACH, A “MTN”) ASSOCIATED WITH THE FINANCED DEVICE, INCLUDING PORTING OUT TO ANOTHER CARRIER, WILL RESULT IN THE REMAINING AMOUNT OWED UNDER THE DPA BECOMING IMMEDIATELY DUE AND PAYABLE (A “CANCELLATION BUYOUT”).**

Sales Tax – Financed Devices. Pursuant with applicable law, Sales Tax is collected on the full purchase price of each Financed Device.

Returns and Exchanges – Financed Devices. Financed Devices may be returned or exchanged within 30 days following the date of the Sale Invoice with the date of the Sale Invoice being day 1 (the “Worry Free Period”) provided the Financed Device is returned unlocked and in the original box along with all included accessories, packaging, and UPC label, all in like-new condition (if this condition is not satisfied, Cellular Sales may, at our discretion, deny the return or elect to accept the return subject to payment of a damage charge). If you return your Financed Device and elect to cancel your Verizon service for the MTN rather than exchange for an alternative device, a restocking fee will apply (along with any applicable damage charge). In the event of a return or exchange, you will remain responsible for Verizon usage fees incurred and certain activation fees and upgrade fees charged by Verizon may apply.

Returns – Cancelling Line/Porting Out. In order to avoid a Cancellation Buyout, if you elect to return your device during the Worry Free Period, **YOU MUST NOT, PRIOR TO THE RETURN, CANCEL YOUR VERIZON SERVICE (WHICH INCLUDES PORTING OUT TO ANOTHER CARRIER) FOR THE MTN ASSOCIATED WITH THE FINANCED DEVICE.** The cancellation of the MTN will be handled as part of the return process with Cellular Sales.

DPA – Early Upgrade/Outstanding Balance. If any Financed Device replaces a device (your “Prior Device”) which was subject to an DPA with an outstanding balance (the “Prior Device DPA”), and you were not required to pay the balance in full to Verizon in conjunction with your purchase, you accepted an “Early Upgrade” promotional offer from Verizon which requires you to return your Prior Device to Verizon and includes other terms and conditions available here: <https://www.verizon.com/support/upgrade-program-legal/>. It is your responsibility to ensure all terms and conditions of the Verizon promotion are satisfied. If you fail to do so, you will remain liable to Verizon for the outstanding balance of the Prior Device DPA which will become immediately due and payable.

Trade-In Offers and Promotions. To be eligible for any trade-in offer, the trade-in device must be unlocked and in good working and cosmetic condition (a “Qualifying Trade”). If you accept a trade-in offer, it is subject to the provisions of the Trade-In Receipt. If a Promotional Value (rather than Market Value) is selected, you must relinquish your Qualifying Trade to Cellular Sales at the time of the purchase of your new device, and you will receive a recurring credit from Verizon towards your Verizon bill (each, a “Promo Credit”) which will begin within 2 billing cycles following your purchase. The Promo Credit will continue for the number of months specified in the promotion, and the promotion requirements, which include enrollment in specific monthly service plan (each, a “Service Plan”), must be satisfied for the Promo Credit to continue. **PROMO CREDITS WILL STOP** if you (i) reduce your Service Plan; (ii) cancel your service on a MTN that is getting a promotion, by porting to another carrier or otherwise, in which case you will also be required to pay the remaining balance due on your DPA; (iii) pay off your DPA early in which case the pay off amount will not include application of the remaining Promo Credits; (iv) do an early upgrade on the MTN receiving the Promo Credits in which case, absent an applicable Early Upgrade promotion by Verizon, you will be required to pay the remaining balance due on your DPA; (v) transfer your MTN to another Verizon account; (vii) on a buy one/get one promo, disconnect the “buy one” device’s MTN within 6 months of the purchase, in which case you will also be required to pay the remaining balance due on your DPA; or (viii) return your purchased device within the Worry Free Period in which case the Promotional Value will not apply, and you will only be entitled to the Market Value for your Qualifying Trade. Additional terms and conditions may apply and multiple promotional offers may not be combined. If your device cost was described as being “free” or otherwise without cost to you, it means that the amount of the monthly Promo Credit will be substantially equal to the monthly payment due pursuant to your DPA. Accordingly, if you take any of the above actions which cause the Promo Credits to stop, you will owe the remainder due under your DPA which may, pursuant to the terms and conditions of the DPA, become immediately due and payable.

Verizon Rebates. In the event that you are eligible for any rebate from Verizon, it is your responsibility to comply with all terms and conditions. For more information, visit: <https://www.verizon.com/support/device-rebate-faqs/>.

Device Protection. Device Protection, known as Verizon Mobile Protect, for your Device may be available and is highly recommended, particularly if you have elected to finance your Device through a DPA, since you will remain obligated to make your monthly installments (**OR PAY THE OUTSTANDING BALANCE IN ORDER TO FINANCE A REPLACEMENT DEVICE**) if your Device is lost, stolen, damaged, or otherwise becomes inoperable. **IF DEVICE PROTECTION IS NOT ADDED AT TIME OF PURCHASE, LIMITATIONS COULD PREVENT ENROLLMENT.** All billing and cancellation issues are handled by, and should be addressed to, Verizon.

Privacy Policy. In the course of our dealings, you agree that Cellular Sales will collect and store information which will be used and protected in accordance with our Privacy Policy (available at <https://www.cellularsales.com/legal/privacy-policy/>). Cellular Sales will share information with Verizon to fulfill your request for wireless service. Cellular Sales will also use information to assist in the servicing of your Verizon Account as well as to contact you by phone, email, text message, or other means regarding products and services offered by us. Cellular Sales and/or Verizon may perform an identity and/or credit check as a part of our fraud protection and order fulfillment process.

Existing Data on Device. Should you discover any Data which belongs to another party (“Third Party Data”) on

any device purchased (which can occur in rare circumstances), you agree (i) not to disclose or publish the Third Party Data and (ii) to return the device to your nearest Cellular Sales location so that the Third Party Data can be deleted. **YOU AGREE TO HOLD HARMLESS AND INDEMNIFY EACH CELLULAR SALES PARTY AGAINST ALL CLAIMS ARISING FROM ANY DISCLOSURE OR PUBLICATION BY YOU OF THIRD PARTY DATA.**

Limitation of Liability – Amount. TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT THE AGGREGATE LIABILITY OF ALL CELLULAR SALES PARTIES TO YOU FOR MONETARY DAMAGES ASSOCIATED WITH ANY DISPUTE IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF (I) THE “TOTAL DUE” SET FORTH IN THE SALE INVOICE OR (II) \$2,500.00.

Limitation of Liability – Types of Damages. UNDER NO CIRCUMSTANCES WILL ANY CELLULAR SALES PARTY BE LIABLE TO YOU FOR, AND YOU WAIVE ANY RIGHT TO, ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, INCOME, OR BUSINESS; MENTAL ANGUISH; AND EMOTIONAL DISTRESS.

Verizon Agreements. Verizon MTNs are subject to, and governed by, a Verizon Wireless Customer Agreement (your “Verizon Agreement”) entered into with Verizon. As a result of today’s transactions, certain changes may have been made to your Verizon services. Please review your next Verizon invoice to confirm that the changes you requested are accurately reflected as certain limitations may prevent credits from being retroactively applied.

Severability. If any provision of the Cellular Sales Customer Agreement is held to be illegal, invalid, or unenforceable (the “Rejected Provision”), the remainder shall remain in full force and effect. If the Rejected Provision may be made enforceable by limitation thereof, then the Rejected Provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

No Authorization to Amend. No representative of Cellular Sales is authorized to amend or waive the terms of the Cellular Sales Customer Agreement, your Verizon Agreement, or any DPA.

No Waiver: If Cellular Sales does not enforce our rights under the Cellular Sales Customer Agreement in one instance, it does not mean we will not or cannot enforce those rights in any other instance. By signing below in the Secondary Agreement Signature blank, you agree to be bound by the Cellular Sales Customer Agreement.

EXHIBIT 16

Cellular Sales independently operates this site and is a Verizon Authorized Retailer.



verizon
authorized retailer



Delivering great experiences since 1993.

For the past 30 years, we've carried the latest tech from the world's most innovative brands, with Verizon, the network America relies on.

[Join our team](#)



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I understand ✓

From the beginning, it's been our mission to be the doorway to great wireless experiences.

- Dane Scism, Founder of Cellular Sales



For our customers.

We listen, address the reason they've come to us, and guide them to solutions that enhance their lives and help them connect.

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For our partners.

We build trust and relationships beyond the first sale and act as an extension of Verizon, the nation's most reliable 5G network.

A winning formula.

Our business runs on a few simple core values that guide every interaction, both in the office and on the sales floor.



Own it.

We take initiative and work intentionally to



Ensure mutual success.

We build rewarding interactions with o

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A commitment to community.

From Cellular Sales corporate to our Verizon authorized retailer locations, we promote fun, inclusivity, and support for our people and the communities we serve.



Post-hurricane power up.

Many of our stores in Central Florida offered generator-powered device charging in the wake of Hurricane Ian.



Community connection.

We participated in the Butterfly Run, which benefits the pain and palliative care program at East TN Children's Hospital.

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A tradition of excellence.

We're a three-time Verizon Agent of the Year and have been named to Inc. Magazine's Inc. 5000 list of fastest-growing companies nine times.



1993

A new start



1997

Heading to NC

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Be part of our next chapter.

At Cellular Sales, we invest in our team. Get the training, tools, and mentorship you need to build a thriving career.

Join our team

Meet our executive team.

From our Cellular Sales headquarters in Knoxville, TN, they set the example for accomplished, mission-guided leadership.

Disclaimer

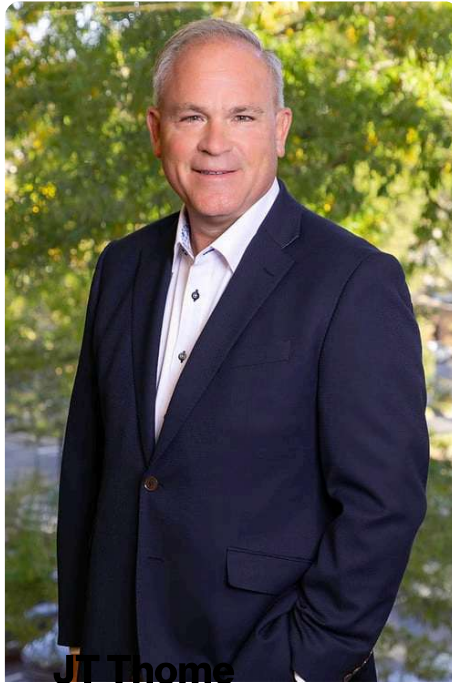
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Dane Scism

Chief Executive Officer

[Read bio](#)



JT Thome

Chief Operating Officer

[Read bio](#)



Pam White

Chief Financial Officer

[Read bio](#)

Meet our Regional Presidents.

Our Regional Presidents lead markets and sales team throughout the country.

[Learn more](#)

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Products	+
Plans	+
Services	+
Deals	+
Resources	+
Business	+
Legal	+
Support	+

Follow Cellular Sales



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EXHIBIT 17



Regional Presidents

Alabama

Jason Love
David Surber

Arizona

Seth Baldwin
Aaron Clark

California North

Jason Lema
Chad Potts

Central California

Jahi Edwards
Jason Lee

Central Florida

Jason Crutcher
Cheyenne Jenkins

Coastal Texas

Bobby Penny
Corey Walters

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I understand ✓

East Florida

Jeff Currey
Chris Keen

East Pennsylvania

Tommy Lucas
Buddy Lucas

East Tennessee

Daniel Chapman
Debbie Sharp

Gulf Coast

Chad Maxedon
Alec Rankine

Illinois

Derek Born
Rodney Hoffman

Indianapolis

Jorge Gomez
Brian Trapp

Kansas City

Beau Hammon
Jose Ordonez

Kentucky

Joe Burns
RC Schienler

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Michigan

Ben Newton

Muhammad Abdur Rahman

Middle Tennessee

Eric Walkover

Rob Stinnett

Minnesota

Kellie Ireland

Matt Newness

Nevada

Angel Caraballo

Aaron Schmidt

New England

Brett Haven

Anthony Mills

New York

John Stevens

Nichole Torchio

North Carolina

Scott Love

Don White

North Georgia

Jason Myers

Jonathan Perkins

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South / North Texas

Charlie Martinez
Bay Willingham

Upstate New York

Tim Blackburn
Mohammed Khalel

Virginia

Rick Alberg
Jay Vaiksnoras

Washington

Kris Cline
Jim Martin

Western Pennsylvania

George Argeras
Nick Naveroski

Wisconsin

Adam Jacobson
Warren Keays

great
experiences
start here,▼

Products	+
Plans	+
Services	+
Deals	+
Resources	+

Business	+
Legal	+
Support	+

Follow Cellular Sales

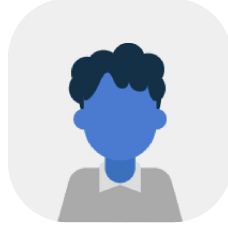


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EXHIBIT 18



Angel Caraballo Email & Phone Number

Regional Director @ Cellular Sales

Emails

Phone

[View Angel's Email & Phone Number](#)

5 free lookup(s).

If you need more lookups, subscriptions start at \$34 USD/month.

ANGEL CARABALLO LOCATION

Las Vegas, NV, US

ANGEL CARABALLO WORK

2018 -now Regional Director @ [Cellular Sales](#)

2014 -2018 Regional Sales Manager @ [Cellular Sales](#)

[View Department](#)

2009 -2014 District Manager @ [Cellular Sales](#)

[see more](#)

ANGEL CARABALLO SKILLS

Customer Retention

Employee Training

Recruiting

[see more](#)

ANGEL CARABALLO SUMMARY

Angel Caraballo, based in Las Vegas, NV, US, is currently a Regional Director at Cellular Sales. Angel Caraballo brings experience from previous roles at Cellular Sales. With a robust skill set that includes Customer Retention, Employee Training, Recruiting, Training, Team Leadership and more. Angel Caraballo has 2 emails and 5 mobile phone numbers on RocketReach.

Looking for a different Angel Caraballo?

Find contact details for 700 million professionals.

Search

Enter a name, keyword, or LinkedIn url...

Q

Others Named Angel Caraballo

- 

Angel Caraballo

Maintenance inspector

 New York, NY, US

View
- 2  drywall.com, hotmail.com

5+  +1 702-657-XXXX, +1 917-576-XXXX, +1 760-368-XXXX, ...
- 

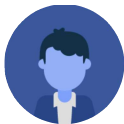
Miguel Ángel Caraballo Fred

President

 Río Grande, Puerto Rico

View
- 1  yahoo.com

4  +1 915-526-XXXX, +1 915-821-XXXX, +1 915-355-XXXX, ...



Miguel Ángel Caraballo Rocha
Director comercial y estrategia

Madrid, ES

[View](#)

- 1 seguroca.com
- 3 +34 916 14 7XXXX, +34 609 00 9XXXX, +34 629 13 7XXXX



Angel Caraballo
Trabajo de oficina

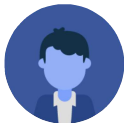
New York, NY, US

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- 1 Imco.fr

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Top **Cellular Sales** Employees



Brett Patterson
Chief Sales Officer

Knoxville, TN, US

[View](#)

- 1 cellularsales.com
- 5+ +1 615-207-XXXX, +1 615-665-XXXX, +1 865-805-XXXX, ...

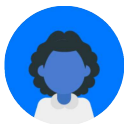


Jeff Bowers
managing partner

Richardson, TX, US

[View](#)

- 1 cellularsales.com
- 3 +1 919-478-XXXX, +1 214-769-XXXX, +1 865-584-XXXX

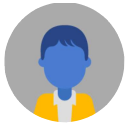


Ty Ogunlesi
General Manager

Owings Mills, MD, US

[View](#)

- 2 gmail.com, cellularsales.com
- 5 +1 240-304-XXXX, +1 865-584-XXXX, +1 401-868-XXXX, ...



Jason Crutcher
Regional President and General Sales Manager
📍 Tampa, FL, US

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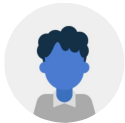
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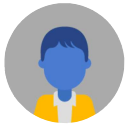
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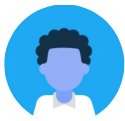
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EXHIBIT 19

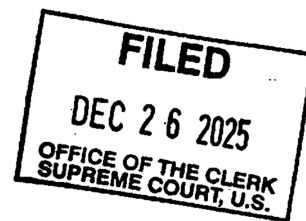
No. _____

25-7129

ORIGINAL

IN THE

SUPREME COURT OF THE UNITED STATES



Antonio Goodwin — PETITIONER
(Your Name)

vs.

Cellular Sales — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

US COURT OF Appeals For The Ninth Circuit
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

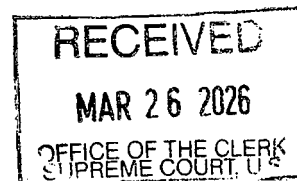
PETITION FOR WRIT OF CERTIORARI

Antonio Goodwin
(Your Name)

21021 Sycamore Rd Unit 503
(Address)

ASHBURN VA 20147
(City, State, Zip Code)

(702) 352-3293
(Phone Number)



QUESTIONS PRESENTED

1. Whether 9 U.S.C. § 10(a)(1) requires vacatur where an arbitration result was obtained through use of false employment records from Real Time Staffing Services LLC and EmployBridge LLC—entities that never employed Petitioner—and where opposing counsel expressly stated in writing that Petitioner was paid by Real Time Staffing Services LLC and that such records would be used to support dismissal.
2. Whether vacatur is required under 9 U.S.C. § 10(a)(2)–(3) where an arbitrator relied on incorrect factual statements, failed to consider substantial racial-discrimination evidence, and issued a dispositive ruling without a full hearing.
3. Whether due process is violated where courts fail to review evidence demonstrating that an arbitration award was based on false facts, fabricated employment records, misstatements of key evidence, institutional tolerance of arbitrator bias, and systemic failures within the American Arbitration Association.

LIST OF PARTIES

All parties appear in the caption on the cover page.

Petitioner: Antonio Goodwin, pro se.

Respondent: Cellular Sales Services Group, LLC.

Other persons and entities referenced in the proceedings include: Robert L. Bowman, Esq.; American Arbitration Association (“AAA”); Arbitrator Reginald E. Jones, Esq.; Jonathan Weed, Assistant CEO of the American Arbitration Association; Rebecca Regniere; Real Time Staffing Services LLC; EmployBridge LLC; Hire Dynamics; Andrea Mass; Angel Caraballo; and Rose Caraballo.

Additional persons, firms, organizations, and entities referenced in this petition include: Stephanie Stephens; David Ali Chami; Consumer Justice Law Firm, PLC; American Arbitration Association Inc.; Antitrust Arizona News; George Basharis, J.D.; JAMS; National Arbitration and Mediation; AAA-ICDR; Marc J. Goldstein; Melida Hodgson; Goldman Sachs; Continental Towers; Jorge Gaitan; and INTERPOL.

RELATED PROCEEDINGS

United States District Court for the District of Nevada, case number _____.

United States Court of Appeals for the Ninth Circuit, case number _____.

Arbitration proceeding before Arbitrator Reginald E. Jones, Esq., administered through the American Arbitration Association.

Stephens v. American Arbitration Association, Inc., No. 2:25-cv-01650-JJT (D. Ariz. May 15, 2025), class action lawsuit filed in the United States District Court for the District of Arizona challenging the American Arbitration Association's alleged monopoly in the consumer arbitration market.

Telecom Business Solution LLC v. Terra Towers Corp., AAA-ICDR Case No. 01-21-0000-4309.

Commonwealth Coatings Corp. v. Continental Casualty Co. (1968).

Tecnimont SpA v. J&P Avax SA (2014).

HSN Capital LLC v. Productora Y Comercializadora De Television SA (2007).

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Antitrust Arizona News, “Class action lawsuit challenges AAA’s alleged monopoly in consumer arbitration market”	29
AM Editorial Team, “Is the AAA-ICDR Failing To Address Corruption of Arbitration Tribunals?” (Feb. 22, 2025)	34

OPINIONS BELOW

The judgment of the United States Court of Appeals for the Ninth Circuit dated September 26, 2025, is reproduced at Appendix A.

Relevant district court orders are reproduced at Appendix B.

The arbitration award is reproduced at Appendix C.

Additional materials referenced in this petition, including the Robert L. Bowman email, the EEOC/NERC materials, payroll and W-2 documents from Hire Dynamics, the Stephens v. AAA class action materials, and the AAA corruption/bias materials, are identified in the Appendix Index below.

JURISDICTION

The date on which the United States Court of Appeals for the Ninth Circuit decided Petitioner's case was September 26, 2025.

☐ No petition for rehearing was timely filed in Petitioner's case.

☐ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ on _____ in Application No. _____.

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves the following constitutional and statutory provisions:

The Fifth Amendment to the United States Constitution provides in relevant part that no person shall be deprived of life, liberty, or property, without due process of law.

Under 9 U.S.C. § 10(a), an arbitration award may be vacated where:

- the award was procured by corruption, fraud, or undue means;
- there was evident partiality or corruption in the arbitrators;
- the arbitrators were guilty of misconduct in refusing to hear evidence pertinent and material to the controversy, or other misbehavior by which the rights of any party have been prejudiced; or
- the arbitrators exceeded their powers.

This petition also references legal concerns raised in a separate class action against the American Arbitration Association under the Sherman Act, the Clayton Act, the Arizona Antitrust Act, and Article 14, Section 15 of the Arizona Constitution.

STATEMENT OF THE CASE

This petition arises from an employment arbitration and subsequent federal court proceedings in which Petitioner Antonio Goodwin sought relief from an arbitration result that he contends was procured through false employment records, false factual premises, disregard of substantial racial-discrimination evidence, evident partiality, denial of fair process, and systemic failures in arbitral neutrality. Petitioner further contends that the courts below failed to meaningfully address the core evidence demonstrating fraud, false factual findings, and lack of arbitral neutrality.

A. Employment Background and Training Class

Petitioner Antonio Goodwin was hired by Cellular Sales Services Group, LLC and entered a training class simultaneously with three white employees under identical conditions.

Before joining Cellular Sales, Petitioner possessed extensive Verizon retail experience using identical Omni and RQ computer systems through employment with:

- Russell Cellular Verizon in Ashburn, Virginia (2019–2025); and
-

...

B. Petitioner's Qualifications and Performance

Petitioner had superior qualifications, including:

- approximately five years of Omni and RQ system experience;
- ten President Circle Awards; and
- processing more than \$600,000 in Omni and RQ transactions between 2019 and 2025.

These achievements were documented through company emails, electronic order systems, and performance records.

C. Comparative Racial Discrimination Evidence

Petitioner states:

- three white trainees hired at the same time had no Omni or RQ experience;
- those employees were retained;
- white managers assisted those employees during training; and
- Petitioner, an African-American employee with extensive experience, was terminated.

Supporting evidence exists in emails, computerized records, and training documentation.

D. Fraudulent Employment Documentation and False Employer Attribution

Respondent, through counsel Robert L. Bowman, used employment documentation placing Petitioner's name on records attributed to:

- Real Time Staffing Services LLC;
- EmployBridge LLC; and
- Hire Dynamics.

Petitioner never worked for Real Time Staffing Services LLC or EmployBridge LLC and never received:

- paychecks;
- payroll payments; or
- W-2 tax forms

from those companies.

These companies were not his employers.

Email Evidence Demonstrating Use of False Records

Robert L. Bowman stated in written email communications addressed to Petitioner and Rebecca Regniere, AAA Case Manager, that Respondent would obtain and use employment records from Real Time Staffing Services LLC and EmployBridge LLC to support dismissal of Petitioner's claims.

Those records were described as containing:

- poor job performance;
- history of complaints; and
- history of terminations.

Petitioner states under penalty of perjury that he never worked for those companies, and therefore any such records are false as to him.

Petitioner further states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

Robert L. Bowman's April 23, 2025 Email

Petitioner specifically relies on the following message:

From: Robert Bowman rlbowman@kramer-rayson.com

Date: April 23, 2025 at 9:27:00 AM EDT

To: Rebecca Regniere AAA RebeccaRegniere@adr.org, tonygoodwin119@gmail.com

Cc: Katie Overton koverton@kramer-rayson.com

Subject: RE: Antonio Goodwin v. Cellular Sales Services Group LLC - Case 01-25-0000-0391

Good morning, Ms. Regniere and Mr. Goodwin:

I am writing to hopefully shed some light on why Respondent asked the Arbitrator to issue the subpoenas and why they are relevant to this case. Cellular Sales does not employ the individuals in its training program. They are employed by a temporary staffing company operating under the umbrella of a large corporate parent named EmployBridge. Some of EmployBridge's subsidiaries include Hire Dynamics, Real Time Staffing, among many others. I have learned from defending other arbitrations that EmployBridge sometimes uses a common paymaster for its employees. I understand Mr. Goodwin was paid by Real Time Staffing, but he worked for Hire Dynamics.

All documents received pursuant the subpoenas will be provided to Mr. Goodwin, and he can use them as he sees fit. Cellular Sales expects to use the documents to support a motion for dismissal that it will file after receiving the documents. Hopefully, this information satisfies Mr. Goodwin's concerns. Thank you and have a great day.

Petitioner states under penalty of perjury that Robert Bowman's written statement that Petitioner "was paid by Real Time Staffing" is false.

Petitioner was never employed by Real Time Staffing Services LLC.

Petitioner never received a payment from Real Time Staffing Services LLC.

Petitioner never received a paycheck from Real Time Staffing Services LLC.

Petitioner never received a W-2 from Real Time Staffing Services LLC.

Petitioner further states that Real Time Staffing Services LLC never employed him.

Petitioner further states that EmployBridge LLC never employed him.

Petitioner received no wages, no payroll payments, no paycheck, and no W-2 from Real Time Staffing Services LLC.

Petitioner further states that Robert Bowman committed fraud by written email by stating that Real Time Staffing Services LLC paid Mr. Antonio Goodwin, which was false because Petitioner was never employed by Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from Real Time Staffing Services LLC.

Petitioner further states that Robert Bowman committed fraud again by stating in writing that he was going to use employment-related documents from Real Time Staffing Services LLC to support dismissal of the case, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

Petitioner respectfully submits that Bowman's email is direct written evidence that false employer-related records were being sought and affirmatively intended for use in dismissal of Petitioner's claims.

Petitioner respectfully submits that this is not a minor discrepancy over payroll terminology. It is a false employer attribution used in writing by opposing counsel to obtain and use records for dismissal from an entity that never employed Petitioner.

Petitioner states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

Those records were described as containing:

- poor job performance;
- history of complaints; and
- history of terminations.

Petitioner states under penalty of perjury that he never worked for those companies, and therefore any such records are false as to him.

Petitioner further states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

E. Employment Document Switching (“Bait-and-Switch”)

Cellular Sales hired Petitioner directly but later switched employment documentation to Hire Dynamics.

Petitioner received payroll and W-2 documents only from Hire Dynamics.

This post-hire change created misleading employment records and contributed to confusion regarding employer identity.

These actions involved Angel Caraballo and Rose Caraballo.

Petitioner did not receive payroll or W-2 documents from Real Time Staffing Services LLC.

Petitioner respectfully submits that the record reflects a document-switching problem in which Cellular Sales hired him, Hire Dynamics later appeared in payroll and W-2 documentation, and Robert Bowman then represented in writing that Petitioner was paid by Real Time Staffing Services LLC even though Petitioner never worked for Real Time Staffing Services LLC and never received payment, a paycheck, or a W-2 from that company.

This creates a three-entity conflict:

- Employer: Cellular Sales
- Payroll: Hire Dynamics
- False attribution: Real Time Staffing

F. Arbitration Proceedings and Disregard of Evidence

The dispute proceeded before Arbitrator Reginald E. Jones, Esq.

Petitioner presented substantial racial-discrimination evidence showing that less-qualified employees were retained while he was terminated.

The arbitrator did not fully consider this evidence and instead relied on incorrect factual assumptions.

The arbitrator relied on a statement that three Black employees were retained, which is incorrect, and used that incorrect factual premise to dismiss the discrimination claim.

A dispositive ruling was issued without a full hearing.

Petitioner further states that the arbitration proceedings were infected by false employment-record evidence, including the written representation by Robert L. Bowman that Petitioner was paid by Real Time Staffing Services LLC and that subpoenaed records would be used to support dismissal, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

G. Jonathan Weed, Assistant CEO of the American Arbitration Association, and the Issue of Evident Partiality

Jonathan Weed, Assistant CEO of the American Arbitration Association, stated that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

Petitioner respectfully submits that this statement is critically important because it directly connects the arbitration result to institutional approval of one-sided decision-making.

Petitioner states that Jonathan Weed's statement means the following:

- Arbitrator Reginald E. Jones was permitted to rule in favor of Respondent's counsel Robert L. Bowman;
- Arbitrator Reginald E. Jones was permitted to disregard Mr. Antonio Goodwin's vital overwhelming evidence;
- The arbitration process was not neutral in practice; and
- The American Arbitration Association, through its Assistant CEO, communicated that such one-sided rulings were allowed.

Petitioner further states that this is not a minor or abstract concern. It goes directly to the core issue of evident partiality under 9 U.S.C. § 10(a)(2), because it shows that the arbitrator's conduct was treated as permissible even where Petitioner's evidence was stronger and more substantial.

Petitioner respectfully submits that Jonathan Weed's statement connects the dots between the arbitrator's ruling, the disregard of Petitioner's evidence, and the larger failure of neutrality within the arbitration process.

In Petitioner's case, Arbitrator Reginald E. Jones issued a dispositive ruling in favor of Robert L. Bowman and Respondent despite:

- false employment documents from companies that never employed Petitioner;
- false performance, complaint, and termination history drawn from those companies;
- substantial comparative racial-discrimination evidence;
- incorrect factual statements attributed to Petitioner by Andrea Mass; and
- the absence of a full hearing.

Petitioner respectfully submits that Jonathan Weed's statement confirms that such a result was not treated as improper within the AAA process, but instead as something the arbitrator was allowed to do. That directly undermines confidence in arbitral neutrality and supports vacatur for evident partiality.

H. EEOC/NERC Investigative Error — Andrea Mass

Andrea Mass wrote:

"Finally, you mentioned another Black employee who had been working there and suggested that he had been treated better than you. This all suggests that the Respondent was not targeting anyone based on race."

Petitioner states under penalty of perjury that there is absolutely nothing in the November 3, 2021 email stating that another Black employee was treated better than Petitioner.

Petitioner further states that this statement by Andrea Mass will not be found in any of the emails in the EEOC/NERC case.

Petitioner respectfully submits that:

- the statement quoted by Andrea Mass does not appear in the November 3, 2021 email;
- the statement quoted by Andrea Mass does not appear in any of Petitioner's emails in the EEOC/NERC case;
- the statement quoted by Andrea Mass was not written by Petitioner;
- the statement quoted by Andrea Mass was inserted into the analysis as if Petitioner had said it; and
- that false attribution was then used to conclude that Respondent was not targeting Petitioner based on race.

Petitioner states that Andrea Mass created a statement that was never written in any of the EEOC/NERC emails and used that false statement to support a conclusion against Petitioner.

That error was material, not minor.

It changed the meaning of Petitioner's evidence by falsely transforming a comparative-discrimination complaint into an admission supposedly showing that another Black employee was treated better.

Petitioner respectfully submits that the problem is not merely that Andrea Mass interpreted the evidence differently. The problem is that Andrea Mass attributed words to Petitioner that do not exist in the record.

That false statement then became part of the factual basis used against Petitioner.

Petitioner further states that Arbitrator Reginald E. Jones relied upon that incorrect factual premise when dismissing the racial-discrimination claim.

Thus, the chain of error is direct:

1. Petitioner sent emails describing discrimination and comparative treatment.
2. Andrea Mass inserted a statement Petitioner never wrote.
3. That inserted statement was used to conclude there was no racial discrimination.
4. Arbitrator Reginald E. Jones relied on that incorrect premise.
5. The discrimination claim was dismissed without a full hearing.

H(1). Additional Email Evidence (October 6, 2022)

Petitioner wrote:

Hi Andrea Mass

Cellular Sales lied to the NERC in writing:

Juan M, an Asian employee, was in training with me and had no experience processing orders through Omni and RQ.

Cellular Sales falsely stated that no Asian employee was in training with me.

Petitioner respectfully submits that this email is consistent with his position throughout the case: namely, that similarly situated non-Black employees with less experience were retained and treated more favorably.

This email does not state that another Black employee was treated better.

This email does not support Andrea Mass's statement.

This email contradicts Andrea Mass's statement.

H(2). Impact

The incorrect statement by Andrea Mass:

- changed the outcome of the discrimination claim;
- caused reliance on false facts;
- resulted in dismissal without a full hearing; and
- distorted the actual record of Petitioner's emails in the EEOC/NERC case.

Petitioner respectfully submits that when an investigator attributes words to a complainant that do not appear anywhere in the record, and an arbitrator then relies on that invented statement to dismiss a discrimination claim, the arbitration result is infected by factual error and denial of fair process.

I. AAA Class Action Litigation, Market-Control Allegations, and Systemic Concerns Regarding Fairness and Neutrality

Petitioner further respectfully submits that concerns about bias, fairness, structure, and neutrality within the American Arbitration Association are not limited to his individual case.

Petitioner specifically relies upon the class action lawsuit against AAA filed in the United States District Court for the District of Arizona.

The case is No. 2:25-cv-01650-JJT.

Attorneys: David Ali Chami (Consumer Justice Law Firm, PLC) for Stephanie Stephens.

Companies: American Arbitration Association Inc.

News: Antitrust Arizona News.

Antitrust News: Class action lawsuit challenges AAA's alleged monopoly in consumer arbitration market, filed on May 16, 2025.

Law firms mentioned: Consumer Justice Law Firm, PLC.

Organizations mentioned: American Arbitration Association Inc.

By George Basharis, J.D.

Plaintiff alleges American Arbitration Association controls 94 percent of market through predatory pricing and restrictive rules that harm consumers.

A class action lawsuit filed in the United States District Court for the District of Arizona on May 15, 2025, accuses the American Arbitration Association (AAA) of maintaining an illegal monopoly in the consumer arbitration market. The complaint alleges that AAA has created a “monopolistic second-tiered justice system” through anticompetitive practices that ultimately harm consumers (*Stephens v. American Arbitration Association, Inc.*, No. 2:25-cv-01650-JJT (D. Ariz. May 15, 2025)).

According to the complaint, AAA dominates approximately 94 percent of private consumer arbitrations in America, significantly outpacing its competitors.

The second-largest provider, JAMS, represents only about 5 percent of consumer arbitrations, while the National Arbitration and Mediation accounts for a mere 0.0003 percent of the market.

The lawsuit claims AAA has achieved this market dominance by implementing what it describes as cut-rate pricing on arbitrations and creating restrictive rules that limit consumer rights.

The plaintiff asserts that AAA has established itself as the sole forum available to consumers in 63 percent of the consumer agreements reviewed by counsel before filing the complaint.

The filing specifically points out that AAA is the only forum available in all five of the top cell phone companies in the United States by subscriber volume, in eight of the nine largest telecoms in West Virginia and North Carolina, and in all three major credit reporting agencies.

Additionally, the complaint states that four of the five most popular payment apps exclusively use AAA for dispute resolution.

A central argument in the lawsuit is that consumers fare poorly in AAA arbitrations.

The complaint alleges that consumers who file claims with AAA lose 73 percent of the time nationally and in North Carolina, and 89 percent of the time in West Virginia.

By comparison, the filing claims consumers win 40 percent of arbitrations at JAMS nationally.

The lawsuit also takes aim at AAA's arbitrator compensation structure.

Until January 2024, the complaint alleges AAA capped arbitrator compensation at \$2,500 for consumer arbitrations, including one day of hearings, the final award, and a preliminary scheduling conference.

For settled cases, arbitrators received only \$1,250.

Recently, AAA replaced this system with a \$300 per hour rate, which the plaintiff argues is still significantly below market rates that average around \$600 per hour.

By contrast, the complaint states that JAMS arbitrators handling consumer cases earn an average of \$5,572 for cases that settle before a hearing and \$27,315 for cases that go to a final hearing.

The plaintiff alleges that AAA's compensation structure discourages experienced and competent legal professionals from serving as arbitrators in consumer cases and incentivizes them to minimize time spent on case preparation.

The lawsuit highlights several procedural aspects that allegedly disadvantage consumers in AAA arbitrations. These include:

1. No strike list for arbitrator selection. Consumers in AAA arbitrations cannot select or strike potential arbitrators and are assigned arbitrators without input, unlike in JAMS where consumers receive a strike list of at least five arbitrators.
2. No discovery rights. AAA consumer rules do not allow for discovery or depositions, whereas JAMS rules permit both.
3. Proposed rule changes. AAA has proposed new consumer rules that would eliminate the right to a hearing for cases valued under \$50,000, requiring them to be decided on paper submissions only.
4. Demographics of arbitrators. The lawsuit claims 75.1 percent of AAA arbitrators are male, 96.7 percent have no disability, and 85 percent are white, suggesting a lack of diversity.

The complaint alleges that while AAA maintains these restrictive rules for consumer arbitrations, it does not impose similar limitations on other types of arbitration, such as employment, construction, corporate, healthcare, and labor disputes.

In these other categories, AAA allows arbitrator strikes, discovery, and pays arbitrators their standard hourly rates without caps.

The lawsuit brings claims under both federal and Arizona state law, including alleged violations of the Sherman Act, Clayton Act, Arizona Antitrust Act, and the Arizona Constitution, which explicitly prohibits monopolies in Article 14, Section 15.

The plaintiff seeks to represent two classes:

- A national class of all United States residents with contracts providing AAA as the only available forum for legal relief; and

- An Arizona subclass of residents subject to the same conditions.

The plaintiff is not seeking damages related to the handling of any specific arbitration but is focused on the lack of choice in the arbitration marketplace.

The complaint argues that AAA's practices harm competition by preventing other forums from offering comparable arbitration services while maintaining neutrality.

The complaint includes a detailed analysis of AAA's market position, arguing that the organization has achieved monopoly power through anticompetitive means rather than through "superior product, business acumen, or historic accident."

The plaintiff alleges that AAA's pricing practices stifle competition and create an artificial price floor that prevents competitors from entering the market.

The lawsuit cites AAA's own Consumer Due Process Protocol, which establishes principles for fair arbitration, and argues that AAA violates these standards through its practices.

According to the complaint, the Protocol warns against underfunding arbitrators and emphasizes the importance of neutral forums, especially in contexts where consumers have limited choice.

The case represents a significant challenge to the structure of consumer arbitration in the United States, potentially affecting millions of consumers who have signed contracts requiring AAA arbitration.

Given the prevalence of mandatory arbitration clauses in consumer agreements across telecommunications, financial services, and other industries, this lawsuit could have far-reaching implications for how consumer disputes are resolved in the future.

Petitioner respectfully submits that this separate class action litigation is relevant not because it proves the outcome of Petitioner's specific arbitration by itself, but because it reinforces Petitioner's argument that concerns regarding neutrality, structural fairness, arbitrator incentives, and one-sided outcomes within AAA are not isolated or fanciful.

J. AAA-ICDR Failure To Address Bribery, Corruption, and Notable Cases of Arbitrator Bias

Petitioner further states:

YOUR HONOR THE AAA HAVE NOT ADDRESSED BRIBERY, CORRUPTION, AND NOTABLE CASES OF ARBITRATORS BIAS ATTACH BELOW.

Petitioner further relies upon the following material:

IS THE AAA-ICDR FAILING TO ADDRESS CORRUPTION OF ARBITRATION TRIBUNALS?

AM Editorial Team

February 22, 2025

AAA-ICDR

The integrity of international arbitration hinges on the impartiality and independence of arbitrators. When this fundamental principle is compromised through bias, corruption, or bribery, it threatens the entire dispute resolution system. This article examines how arbitrator bias manifests in practice and analyzes the legal framework for addressing such misconduct under the AAA-ICDR rules.

The Legal Framework

The American Arbitration Association's International Centre for Dispute Resolution (AAA-ICDR) has established robust rules governing arbitrator conduct.

Article 14 of the ICDR Rules requires arbitrators to be impartial and independent, with an ongoing duty to disclose any circumstances that might give rise to justifiable doubts about their impartiality or independence.

The rules provide several mechanisms for addressing arbitrator misconduct:

1. Challenge procedures under Article 14, allowing parties to challenge an arbitrator's appointment based on circumstances that give rise to justifiable doubts.
2. Replacement provisions under Article 15, enabling the removal and replacement of arbitrators who fail to perform their duties.
3. The potential for award challenges under Article 34, particularly when the composition of the tribunal or the arbitral procedure was not in accordance with the parties' agreement.

Notable Cases of Arbitrator Bias

Commonwealth Coatings Corp. v. Continental Casualty Co. (1968)

This landmark United States Supreme Court case established the modern standard for arbitrator disclosures.

The Court held that arbitrators must disclose any dealings that might create an impression of possible bias, even if they do not amount to actual bias.

The case involved an arbitrator who failed to disclose significant business relationships with one of the parties, leading to the vacation of the award.

Tecnimont SpA v. J&P Avax SA (2014)

This case before the Paris Court of Appeal highlighted the ongoing nature of arbitrators' disclosure obligations.

The court set aside an ICC award after discovering that the tribunal president's law firm had ongoing business relationships with one of the parties that were not disclosed during the proceedings.

This case underscored that the duty to disclose continues throughout the arbitration process.

HSN Capital LLC v. Productora Y Comercializadora De Television SA (2007)

This case before the United States District Court for the Middle District of Florida involved allegations of bribery, where an arbitrator allegedly solicited payments from one party in exchange for a favorable award.

The court emphasized that proven bribery would constitute grounds for refusing enforcement under New York Convention Article V(2)(b) as contrary to public policy.

Telecom Business Solution LLC v. Terra Towers Corp. (2024)

This case before the American Arbitration Association – International Center for Dispute Resolution, AAA-ICDR Case No. 01-21-0000-4309, has been riddled with accusations of arbitrator bias.

The Tribunal Chair Marc J. Goldstein failed to disclose conflicts of interest, is accused of allegedly receiving a bribery payment of \$250,000.00 from Goldman Sachs, one of the parties in the case, and has further issued a number of "sua sponte" orders, using the Tribunal's authority to benefit his own interests on actions that none of the parties requested.

One of the co-arbitrators, Melida Hodgson, is also accused of taking a new job at a law firm representing the opposite party.

In four partial awards, the Goldstein-led Tribunal has ordered Continental Towers to re-hire an accused criminal, Jorge Gaitan, who is wanted on an INTERPOL Red Notice.

Thus far, the AAA-ICDR has failed to intervene or take any disciplinary measures.

Petitioner further states:

YOUR HONOR AAA HAS NOT ADDRESSED BRIBERY, CORRUPTION, AND NOTABLE CASES OF ARBITRATORS BIAS.

Petitioner respectfully submits that these materials matter because they reinforce the importance of this Court's review where a litigant alleges fraud, evident partiality, misuse of arbitral procedure, disregard of material evidence, and institutional tolerance of one-sided rulings.

K. Lower Court Proceedings

Petitioner sought vacatur under the Federal Arbitration Act based on:

- fraud;
- evident partiality; and
- misconduct.

The district court denied relief.

The Ninth Circuit affirmed on September 26, 2025.

Neither court addressed:

- fraudulent employment records;
- false factual findings;
- arbitrator bias;
- denial of full hearing; or
- the fact that Andrea Mass's quoted statement does not appear in any email in the EEOC/NERC case.

Petitioner further states that neither court meaningfully addressed:

- Bowman's April 23, 2025 email;
- false Real Time Staffing employment claim;
- use of non-employer records;
- fabricated employment history; and
- Robert L. Bowman's April 23, 2025 written email stating that Bowman understood Petitioner was paid by Real Time Staffing and that subpoenaed documents would be used to support dismissal, even though Petitioner never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company.

Petitioner further respectfully submits that neither court meaningfully addressed the significance of the systemic AAA materials described above, including the class action alleging monopoly, restrictive procedures, and structural unfairness, and the materials describing unresolved concerns involving bribery, corruption, nondisclosure, and arbitrator bias.

REASONS FOR GRANTING THE WRIT

This case presents critical issues involving:

- fraud in arbitration;
- fabricated employment records;
- arbitrator bias;
- false factual findings;
- institutional tolerance of one-sided rulings;
- structural concerns regarding arbitral fairness and neutrality; and
- denial of due process.

This petition presents more than an ordinary challenge to an adverse arbitration result.

It presents a record showing that false employment documents from companies that never employed Petitioner were used to create fabricated performance, complaint, and termination history; that an investigator attributed words to Petitioner that do not appear in any email in the EEOC/NERC case; that the arbitrator relied on those false premises; and that Jonathan Weed, Assistant CEO of the AAA, stated that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

This petition also presents direct written email evidence from Robert L. Bowman stating, "I understand Mr. Goodwin was paid by Real Time Staffing, but he worked for Hire Dynamics," and further stating that Cellular Sales expected to use subpoenaed documents to support dismissal.

Petitioner states under penalty of perjury that he never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company.

This petition further presents broader evidence that concerns about arbitral neutrality, biased procedure, inadequate safeguards, restricted party rights, and institutional failures within AAA are the subject of separate public litigation and public criticism, including the class action filed in *Stephens v. American Arbitration Association, Inc.*, No. 2:25-cv-01650-JJT, and the materials regarding AAA-ICDR's alleged failure to address bribery, corruption, and notable cases of arbitrator bias.

If those circumstances do not warrant review under 9 U.S.C. § 10(a), then the statutory protections against fraud, evident partiality, and misconduct become meaningless.

I. Fraud Was Used

False employment records created fabricated performance, complaint, and termination history.

Robert L. Bowman expressly stated that records from Real Time Staffing Services LLC and EmployBridge LLC would be used to support dismissal of Petitioner's claims.

Petitioner never worked for those companies.

That means the records used against Petitioner were false as to him.

This is a textbook example of fraud or undue means under 9 U.S.C. § 10(a)(1).

Robert L. Bowman expressly stated:

- Petitioner was paid by Real Time Staffing; and
- documents would be used to support dismissal.

Robert L. Bowman also expressly stated in his April 23, 2025 email to Rebecca Regniere, AAA Case Manager, and Petitioner that he understood Mr. Goodwin was paid by Real Time Staffing and that Cellular Sales expected to use the subpoenaed documents to support a motion for dismissal.

Petitioner states under penalty of perjury:

- he never worked for Real Time Staffing Services LLC;
- he never received any payment from Real Time Staffing Services LLC;
- he never received any paycheck from Real Time Staffing Services LLC; and
- he never received any W-2 from Real Time Staffing Services LLC.

Therefore the written statement is false.

Petitioner respectfully submits that Robert Bowman committed fraud by written email by stating that Real Time Staffing Services LLC paid Mr. Antonio Goodwin, even though Petitioner was never employed by Real Time Staffing Services LLC and never received a payment, paycheck, or W-2 from that company.

Petitioner further respectfully submits that Robert Bowman committed fraud again by stating in writing that he was going to use employment documents from Real Time Staffing

Services LLC to support dismissal of the case, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

When a party's counsel expressly states in writing that records from a non-employer will be used to support dismissal, and the person targeted by those records was never employed by that entity, the resulting arbitration outcome is tainted by fraud and undue means.

Those records were used to create false:

- performance history;
- complaint history; and
- termination history.

II. Arbitrator Relied on False Facts

Andrea Mass's incorrect statement formed part of the basis for dismissal.

That quoted statement does not appear in the November 3, 2021 email.

It does not appear in any of Petitioner's emails in the EEOC/NERC case.

The arbitrator nevertheless relied on that false factual premise.

An arbitration award cannot stand where the factual basis includes statements invented and attributed to a party that do not exist in the record.

The arbitrator also proceeded against a record that Petitioner contends included false employer-related records, false performance history, false complaint history, and false termination history derived from entities that never employed Petitioner.

The arbitrator further issued a dispositive ruling without a full hearing.

Petitioner respectfully submits that these false factual premises infected the fairness of the proceeding and the resulting award.

III. Arbitrator Bias Concerns

Jonathan Weed's statement shows that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

That statement directly undermines neutrality and supports evident partiality under 9 U.S.C. § 10(a)(2).

An arbitration system cannot remain fair where one of its own senior officials communicates that such one-sided rulings are permitted.

Petitioner respectfully submits that the issue here is not merely disagreement with an adverse ruling. The issue is whether arbitral neutrality still exists when vital overwhelming evidence can be disregarded, false factual premises can be used, and the institution's own Assistant CEO can describe such conduct as something the arbitrator was allowed to do.

IV. AAA Systemic Concerns Further Undermine Confidence in Neutrality

Petitioner respectfully submits that the separate class action against AAA and the reported concerns about AAA-ICDR's failure to address bribery, corruption, nondisclosure, and arbitrator bias further undermine confidence in arbitral neutrality.

The Stephens class action alleges that AAA controls 94 percent of the private consumer arbitration market, employs restrictive rules, undercompensates arbitrators, denies meaningful party choice, restricts discovery, and creates a "monopolistic second-tiered justice system."

The additional AAA-ICDR materials describe cases involving nondisclosure, alleged bribery, undisclosed conflicts of interest, sua sponte orders allegedly benefiting arbitrator interests, and failure to intervene or discipline.

Petitioner respectfully submits that these materials do not replace the facts of his own case. Rather, they reinforce why the facts of his case should not be dismissed as isolated, imaginary, or insignificant.

Where a litigant presents direct evidence of false employer attribution, fabricated employment history, false factual premises, disregard of evidence, and institutional tolerance of one-sided rulings, this Court should not ignore the broader context showing ongoing public concern about arbitral fairness within the same institution.

V. Lack of Judicial Review

The district court and Ninth Circuit failed to review the core evidence.

They did not meaningfully address:

- the fraudulent records from Real Time Staffing Services LLC and EmployBridge LLC;
- the fabricated performance, complaint, and termination history;
- Robert L. Bowman's April 23, 2025 written email stating that he understood Petitioner was paid by Real Time Staffing;
- Petitioner's position that he never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company;
- Bowman's written statement that those documents would be used to support dismissal;
- the false statement inserted by Andrea Mass;
- the arbitrator's reliance on that false statement;
- the lack of a full hearing; and
- the significance of Jonathan Weed's statement.

Meaningful judicial review did not occur.

Petitioner further respectfully submits that meaningful judicial review also did not occur with respect to the broader arbitral context, including the evidence and materials suggesting structural issues within AAA regarding neutrality, restricted party protections, and tolerance of bias-related concerns.

VI. National Importance

This case affects fairness in employment arbitration nationwide.

Workers and consumers across the country can be subjected to arbitration processes in which:

- false employment records are used against them;
- investigators insert statements they never wrote;
- arbitrators rely on incorrect facts;
- full hearings are denied;
- party choice is restricted;
- discovery may be unavailable;
- arbitrator incentives may be distorted; and
- neutrality is undermined by institutional tolerance of one-sided rulings.

These are recurring national questions worthy of this Court's review.

If arbitral institutions can remain functionally insulated from meaningful scrutiny even where direct fraud evidence, false factual premises, and bias-related concerns are presented, then the protections written into 9 U.S.C. § 10(a) provide little practical protection at all.

VII. GVR Relief Appropriate

Grant, vacate, and remand is appropriate.

At minimum, the judgment below should be vacated and the case remanded for proper application of 9 U.S.C. § 10(a) to the evidence showing:

- fraud and undue means;
- evident partiality;
- misconduct;
- false factual premises;
- denial of fair process; and
- the significance of the arbitral-neutrality concerns raised by the materials discussed in this petition.

CONCLUSION

For the foregoing reasons, the petition for a writ of certiorari should be granted, the judgment below vacated, and the case remanded.

Respectfully submitted,

Antonio Goodwin

Pro Se Petitioner

21021 Sycolin Rd, Apt. 503

Ashburn, VA 20147

(702) 352-3293

tonygoodwin119@gmail.com

Date: _____, 2026

EXHIBIT 20

DECL

DISTRICT COURT

CLARK COUNTY, NEVADA

DIINELE DINAALI, an individual,	)	Case No.: A-26-949658-C
	)	Dept. No.: XXV
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;	)	
DOES 1 THROUGH 10; ROE	)	
CORPORATIONS 1 THROUGH 10, inclusive,	)	
	)	
Defendants.	)	

DECLARATION OF KATHLEEN E. DELANEY
IN RESPONSE TO MOTION TO DISQUALIFY JUDGE

1. Your declarant is Kathleen E. Delaney, District Court Judge in Department XXV of the Eighth Judicial District Court. I have personal knowledge of all matters stated herein and am competent to testify to the matters set forth herein.

2. Although not yet officially served, I am aware of the filing made by Plaintiff on August 10, 2026 in the above-referenced case, which matter is styled "Motion to Disqualify Judge Kathleen E. Delaney for Cause Pursuant to NRS 1.235, NRS 1.230, and the Nevada Code of Judicial Conduct" ("Motion to Disqualify") [Dkt. 49], and I have chosen to file this response at this time to ensure the matter may be addressed by the Chief Judge on or before the next hearing date set in this matter of September 15, 2026.

3. By way of the Motion to Disqualify," Plaintiff alleges that my disqualification is "warranted for actual bias, implied bias, structural conflict of interest, and severe judicial misconduct that compromises the appearance and reality of judicial neutrality." See Dkt. 49 at 3:7-8. The only

1 specific reasons that appear to be given for these assertions, however, are the following: (1) “a series
2 of erratic and biased rulings,” and (2) “the presiding judge formerly served as a Deputy Attorney
3 General within the Bureau of Consumer Protection.” I will address each in turn.

4 4. The instant matter was only reassigned to me on July 27, 2026, following the recusal
5 of Judge Joanna Kishner. *See* Notice of Department Reassignment [Dkt. 26] at 1:9-10. The only
6 actions I have taken in this litigation to date were to sign an Order Shortening Time for the hearing of
7 Defendant Cellular Services of Knoxville, Inc. Motion to Set Aside Default (“Defendant’s Motion to
8 Set Aside Default”) [Dkt. 34], which Plaintiff has since agreed to, and to post and serve a Minute
9 Order on August 10, 2026, the same day Plaintiff filed the Motion to Disqualify.
10

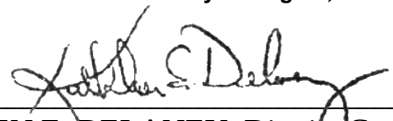
11 5. In the Minute Order, the Court granted in part and denied in part Plaintiff’s matter
12 styled Emergency Motion to Consolidate Hearings, Vacate Moot Hearings, Set Motion for
13 Terminating Sanctions, and Request for Voluntary Dismissal (“Motion to Consolidate”) [Dkt. 45].
14 The Minute Order specifically reflected both parties’ requests that the Default [Dkt. 27] in question
15 be set aside and required the Defendant to file an answer or other responsive pleading in accordance
16 with the applicable rules. The only relief sought by Plaintiff that was not granted by the Court in the
17 Minute Order was the request for one of the consolidated matters to be heard earlier than presently
18 scheduled and the request that the Court voluntarily recuse itself for grounds otherwise belied by the
19 record and/or actually addressed in the Minute Order. *See* Dkt. 45 at 6-21.
20
21

22 6. I did formerly serve with the Attorney General’s Bureau of Consumer Protection from
23 2001 to 2008, prior to my election to my current office. During my tenure, my duties included the
24 bringing of criminal, civil and/or administrative actions against businesses alleged to have violated
25 the law, including but not limited to the provisions of Nevada Deceptive Trade Practices Act. To my
26 knowledge, I did not handle any matters involving any of the litigants proceeding in the instant action.
27
28

1 7. Contrary to Plaintiff's assertions, I do not now have, nor have I ever had, any bias or
2 prejudice or other partiality for or against Plaintiff, the Defendants, or any persons related to Plaintiff
3 or Defendants, in the subject case or any other case involving these same or similar parties or counsel,
4 which in any way affects my ability to be a fair and impartial judge going forward in the matter. I
5 also do not believe there is any basis in the record, or in fact, for a finding of implicit bias or prejudice,
6 such that disqualification would be warranted.
7

8 I declare under penalty of perjury under the laws of the State of Nevada (NRS 53.045)¹, that
9 the foregoing is true and correct.

Dated this 11th day of August, 2026

10
11 
12 _____
KATHLEEN E. DELANEY, District Court Judge

13 **ECB 3D9 BD53 F64F**
14 **Kathleen E. Delaney**
15 **District Court Judge**
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27 ¹ **NRS 53.045** Use of unsworn declaration in lieu of affidavit or other sworn declaration. Any matter whose
28 existence or truth may be established by an affidavit or other sworn declaration may be established with the same
effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and
dated, in substantially the prescribed form.

CERTIFICATE OF SERVICE

I hereby certify that on or about the date e-filed, I caused a copy of the foregoing
**DECLARATION OF KATHLEEN E. DELANEY IN RESPONSE TO MOTION TO
DISQUALIFY JUDGE** to be electronically served on the following:

Hon. Tierra Jones, Chief Judge
Eighth Judicial District Court
Department X

Diinele Dinaali
Plaintiff in Proper Person

Leonard T. Fink, Esq.
Springel & Fink LLP
Attorneys for Cellco Partnership and Dion Morrow

Ryan J. Works, Esq.
Jonah Gavish, Esq.
McDonald Carano LLP
Attorneys for Cellular Services of Knoxville, Inc.

A copy of the foregoing Order was also:

☒ Served by U.S. Mail, postage prepaid thereon, to the person(s) listed below:

Diinele Dinaali
4200 Paradise Road, Apt. 2028
Las Vegas, Nevada 89169

/s/ Marwanda Knight
Marwanda Knight
Judicial Executive Assistant

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Diinele Dinaali, Plaintiff(s) CASE NO: A-26-949658-C
7 vs. DEPT. NO. Department 25
8 Cellco Partnership, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Declaration was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/11/2026

15 Mail Room	espringel@springelfink.com
16 Ella Wilczynski	ewilczynski@springelfink.com
17 Leonard Fink	lfink@springelfink.com
18 Kimberly Kirn	kkirn@mcdonaldcarano.com
19 Brian Grubb	bgrubb@mcdonaldcarano.com
20 Diinele Dinaali	hi@diinele.email
21 Jonah Gavish	jgavish@mcdonaldcarano.com
22 Ryan Works	rworks@mcdonaldcarano.com

23
24
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28

EXHIBIT 21

A-26-949658-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Contract

COURT MINUTES

August 10, 2026

A-26-949658-C Diinele Dinaali, Plaintiff(s)
vs.
Cellco Partnership, Defendant(s)

**August 10, 2026 7:00 AM Minute Order Resulting Motions, Vacating
Hearings and Consolidating Remaining Hearings**

HEARD BY: Delaney, Kathleen E.

COURTROOM: Chambers

COURT CLERK: April Watkins

JOURNAL ENTRIES

- Plaintiff having filed the matter Plaintiff s Emergency Motion to Consolidate Hearings (“Motion to Consolidate”) [Dkt. 45] on August 5, 2026, which has not yet been set for hearing but which does, in relevant part, acknowledge that the filing and service of Plaintiff’s Verified First Amended Complaint on July 27, 2026 renders moot both Defendant Cellular Services of Knoxville, Inc.’s Motion to Set Aside Default [Dkt. 34], currently set for hearing on Tuesday August 11, 2026 at 9:00 a.m., and Plaintiff’s Application for Default Judgment [Dkt. 40], currently set for hearing on Tuesday, September 8, 2026 at 9:00 a.m.; the Court having reviewed the filing, as well as the entirety of the docket on file, and finding Plaintiff has made numerous filings seeking relief, only some of which have been set for hearing, where Plaintiff has not included the mandated designation HEARING REQUESTED or HEARING NOT REQUESTED required by Rule 2.20 of the Eighth Judicial District Court Rules; and good cause appearing, COURT ORDERED Defendant Cellular Services of Knoxville, Inc.’s Motion to Set Aside Default [Dkt. 34], currently set for hearing on Tuesday August 11, 2026 at 9:00 a.m., Plaintiff’s Application for Default Judgment [Dkt. 40], currently set for hearing on Tuesday, September 8, 2026 at 9:00 a.m., and Plaintiff’s Emergency Motion to Vacate Order Shortening Time and other relief [Dkt. 39] and Plaintiff’s Motion to Set Aside Entry of Default [Dkt. 47], which were not set for hearing but pertain to Dkts. 27 and 34, are all hereby DENIED as MOOT and the respective hearings thereon VACATED.

COURT FURTHER ORDERED, per stipulation of the parties as a result of their respective filings, the Default [Dkt. 27] entered on July 28, 2026 is SET ASIDE, and Defendants’ requirement to file an answer or other responsive pleadings will be governed by the applicable Court rules.

As regards Plaintiff’s Motion to Consolidate [Dkt. 45], COURT FURTHER ORDERED this motion

PRINT DATE: 08/10/2026

Page 1 of 2

Minutes Date: August 10, 2026

GRANTED, and the following matters hereby set for hearing on Tuesday, September 15, 2026 at the offset time of 10:30 a.m.:

Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction [Dkt. 3],

Plaintiff's Motion for Sanctions and Assessment of Costs, Expenses, and Fees Personally Against Law Firm of Springle & Fink LLP, Counsel Leonard T. Fink, Law Firm of McDonald Carano LLP, and Counsel Jonah Gavish Pursuant to NRS 7.085 [Dkt. 28], and, to the extent not redundant to Dkt. 28,

Plaintiff's First Amended Motion for Case-Dispositive Terminating Sanctions and Assessment of Costs, Expenses, and Fees [Dkt. 37].

CLERK'S NOTE: A copy of this Minute Order served on all counsel and pro se parties through the Court's electronic filing system. / aw 8/10/2026

EXHIBIT 22

Case Information

A-26-949658-C | Diinele Dinaali, Plaintiff(s) vs. Cellco Partnership, Defendant(s)

Case Number	Court	Judicial Officer
A-26-949658-C	Department 25	Delaney, Kathleen E.
File Date	Case Type	Case Status
06/23/2026	Other Contract	Open

Party

Plaintiff	Active Attorneys ▼
Dinaali, Diinele	Pro Se
Defendant	Active Attorneys ▼
Cellco Partnership	Lead Attorney
Aliases	Fink, Leonard T.
DBA Verizon Wireless	Retained
Defendant	Active Attorneys ▼
Cellular Sales of Knoxville, Inc.	Attorney
Aliases	Works, Ryan J.
DBA Cellular Sales	Retained
	Lead Attorney
	Gavish, Jonah
	Retained

Defendant
Morrow, Dion

Active Attorneys ▼
Lead Attorney
Fink, Leonard T.
Retained

Defendant
Jackson, Franklin

Events and Hearings

06/23/2026 Complaint ▼
Comment [1] Complaint
06/23/2026 Application to Proceed in Forma Pauperis ▼
Comment [2] Application to Proceed in Forma Pauperis
06/23/2026 Motion ▼
Comment [3] Appendix 2 to Plaintiff's Motion for Temporary Restraining Order and Preliminay Injunction
06/23/2026 Appendix ▼
Comment [4] Appendix 1 to Emergency Motion For Temporary Restraining Order and Preliminay Injunction
06/23/2026 Appendix ▼
Comment [5] Appendix 2 to Emergency Motion For Temporary Restraining Order and Preliminay Injunction
06/23/2026 Exhibits ▼

Comment [6] Plaintiff's Index of Exhibits
06/23/2026 Summons ▼ Comment [7] Summons
06/23/2026 Summons ▼ Comment [8] Summons
06/23/2026 Summons ▼ Comment [9] Summons
06/23/2026 Summons ▼ Comment [10] Summons
06/24/2026 Order to Proceed In Forma Pauperis ▼ Comment [11] Order to Proceed In Forma Pauperis
06/24/2026 Clerk's Notice of Hearing ▼ Comment [12] Notice of Hearing
07/01/2026 Notice of Change of Hearing ▼ Comment [13] Notice of Change of Hearing
07/07/2026 Proof of Service ▼ Comment [14] Proof of Service on Cellco Partnership
07/07/2026 Proof of Service ▼ Comment [15] Proof of Service on Cellular Sales of Knoxville, Inc.
07/07/2026 Proof of Service ▼

Comment [16] Proof of Service on Dion Morrow
07/07/2026 Proof of Service ▼ Comment [17] Proof of Service on Franklin Jackson
07/21/2026 Opposition to Motion ▼ Comment [18] Defendants, Cellco Partnership d/b/a Verizon Wireless and Dion Morrows Opposition to Plaintiffs Emergency Motion for Temporary Restraining Order and Preliminary Injunction
07/21/2026 Audiovisual Transmission Equipment Appearance Request ▼ Comment [19] Defendants, Cellco Partnership d/b/a Verizon Wireless and Dion Morrows Notice of Intent to Appear by Audiovisual Transmission Equipment
07/21/2026 Initial Appearance Fee Disclosure ▼ Comment [20] Defendants, Cellco Partnership d/b/a Verizon Wireless an Dion Morrow's Initial Appearance Fee Disclosure
07/21/2026 Reply to Opposition ▼ Comment [21] Plaintiff's Reply to Defendants' Opposition to Preliminary Injunction
07/22/2026 Motion ▼ Comment [22] Motion for Voluntary Recusal of District Judge Joanna S. Kishner
07/22/2026 Appendix ▼ Comment [23] Appendix in Support of Plaintiffs Emergency Motions for TRO, Preliminary Injunction, and Judicial Recusal
07/24/2026 Clerk's Notice of Hearing ▼ Comment [24] Notice of Hearing
07/27/2026 Minute Order ▼ Judicial Officer Kishner, Joanna S.

Hearing Time

3:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order: Recusal

07/27/2026 Motion ▼

Judicial Officer

Jones, Tierra

Hearing Time

11:00 AM

Result

Minute Order - No Hearing Held

Comment

Motion for Voluntary Recusal of District Judge Joanna S. Kishner

07/27/2026 Amended Complaint ▼

Comment

[25] Verified First Amended Complaint for: 1- Breach of Contract 2- Breach of the Implied Covenant of Good Faith and Fair Dealing 3- Civil Conspiracy 4- Unfair Business Practices 5- Deceptive Trade Practices - NRS 598 6- Fraud and Fraudulent Inducement 7- Intentional Infliction of Emotional Distress 8- Injunctive Relief and Motion for Preliminary and Permanent

07/27/2026 Notice of Department Reassignment ▼

Comment

[26] Notice of Department Reassignment

07/28/2026 Default ▼

Comment

[27] Default - Cellular Sales of Knoxville, Inc.

08/01/2026 Motion for Sanctions ▼

Comment

[28] Plaintiff's Motion for Sanctions and Assessment of Costs, Expenses, and Fees Personally against Law Firm of Springel & Fink, LLP, Counsel Leonard T. Fink, Law Firm of McDonald Carano LLP, and Counsel Jonah Gavish Pursuant to NRS 7.085; Memorandum of Points and Authorities

08/01/2026 Amended ▼

Comment

[29] Plaintiff's Amended Reply - Part I

08/01/2026 Amended ▼

Comment [30] Plaintiff's Amended Reply - Part II
08/01/2026 Amended ▼ Comment [31] Plaintiff's Amended Reply - Part III
08/01/2026 Exhibits ▼ Comment [32] Plaintiff's Index 2 of Exhibits
08/01/2026 Clerk's Notice of Hearing ▼ Comment [33] Clerk's Notice of Hearing
08/02/2026 Order Shortening Time ▼ Comment [34] Defendant Cellular Services of Knoxville, Inc.'s Motion to Set Aside Default on Order Shortening Time
08/03/2026 Notice of Entry of Order ▼ Comment [35] Notice of Entry of Order Shortening Time on Defendant Cellular Services of Knoxville, Inc.'s Motion to Set Aside Default
08/03/2026 Initial Appearance Fee Disclosure ▼ Comment [36] Initial Appearance Fee Disclosure
08/04/2026 Amended ▼ Comment [37] Plaintiff's Amended Motion for Sanctions
08/04/2026 Supplement ▼ Comment [38] Plaintiff's Supplement to Application for Default Judgment
08/04/2026 Motion ▼

Comment [39] Plaintiff's Emergency Motion to Vacate Order Shortening Time, Motion to Strike Defendant's Defective OST Submission, and Motion for Adherence to Standard Briefing Schedule Under EDCR 2.20; Memorandum of Points and Authorities; Declaration of Diinele Dinaali
08/04/2026 Application for Default Judgment ▼ Comment [40] Plaintiff's Application for Default Judgment Against Defendant Cellular Sales of Knoxville, Inc dba Cellular Sales Under Nrcp 55(B); Memorandum of Points and Authorities; Declaration of Diinele Dinaali [Filed Concurrently With Plaintiff's Amended Reply Parts I, II & III, Motion for Sanctions Pursuant To NRS 7.085, And Plaintiff's Index 2 of Exhibits]
08/05/2026 Clerk's Notice of Hearing ▼ Comment [41] Notice of Hearing
08/05/2026 Amended ▼ Comment [42] Plaintiff's Amended Memorandum of Points and Authorities to Motion for Sanctions Pursuant to NRS 7.085 and Terminating Sanctions
08/05/2026 Exhibits ▼ Comment [43] Plaintiff's Index 4 of Exhibits
08/05/2026 Declaration ▼ Comment [44] Declaration of Service
08/05/2026 Motion ▼ Comment [45] Plaintiff's Emergency Motion To Consolidate Hearings, Vacate Moot Hearings, Set Motion For Terminating Sanctions, And Request For Voluntary Recusal
08/07/2026 Clerk's Notice of Hearing ▼ Comment [46] Notice of Hearing (Clerk's)
08/07/2026 Motion to Set Aside ▼ Comment [47] Plaintiffs Motion To Set Aside Entry Of Default
08/08/2026 Clerk's Notice of Hearing ▼

Comment [48] Notice of Hearing
08/10/2026 Minute Order ▼ Judicial Officer Delaney, Kathleen E. Hearing Time 7:00 AM Result Minute Order - No Hearing Held Comment Minute Order Resulting Motions, Vacating Hearings and Consolidating Remaining Hearings
08/10/2026 Motion to Disqualify Judge ▼ Comment [49] Motion to Disqualify Judge Kathleen E. Delaney for Cause Pursuant to NRS 1.235, NRS 1.230, and the Nevada Code of Judicial Conduct
08/10/2026 Clerk's Notice of Hearing ▼ Comment [50] Notice of Hearing
08/11/2026 Motion to Set Aside ▼ Judicial Officer Delaney, Kathleen E. Hearing Time 9:00 AM Cancel Reason Vacated - per Judge Comment Defendant Cellular Services of Knoxville, Inc.'s Motion to Set Aside Default on Order Shortening Time
08/11/2026 Declaration ▼ Comment [51] Declaration Response to Motion to Disqualify
08/11/2026 Reply ▼ Comment [52] Plaintiff's Reply / Motion In Support of Motion to Disqualify Judge Kathleen E. Delaney for Cause and Response to Judicial Declaration
08/12/2026 Proof of Service by Mail ▼

Comment [53] Plaintiff's Proof of Service of FAC on Cellular Sales
08/12/2026 Proof of Service by Mail ▼ Comment [54] Plaintiff's Proof of Service of FAC on Cellular Sales
08/15/2026 Application for Entry of Default ▼ Comment [55] Application for Entery of Default Against Cellular Sales of Knoxville, Inc., dba Cellular Sales
08/17/2026 Answer ▼ Comment [56] Defendant Dion Morrws Answer to Plaintiffs First Amended Complaint
08/17/2026 Answer ▼ Comment [57] Defendant Verizon Wireless Services, LLCs Answer to Plaintiffs First Amended Complaint
08/17/2026 Motion to Dismiss ▼ Comment [58] Defendant Cellular Sales of Knoxville, Inc.'s Motion to Dismiss First Amended Complaint and Motion to Declare Plaintiff a Vexatious Litigant (Hearing Requested)
08/17/2026 Declaration ▼ Comment [59] Declaration of C. Larry Carbo, III in Support of Motion to Dismiss
08/17/2026 Notice of Withdrawal ▼ Comment [60] Notice of Withdrawal of Defendant Cellular Sales of Knoxville, Inc.'s Motion to Dismiss First Amended Complaint and Motion to Declare Plaintiff a Vexatious Litigant and Declaration of C. Larry Carbo, III in Support of Motion to Dismiss
08/17/2026 Opposition to Motion ▼ Comment [61] Opposition to Plaintiff's Motion for Sanctions and Attorneys' Fees as Against Springel & Fink LLP
08/18/2026 Joinder to Opposition to Motion ▼

Comment [63] Defendant Cellular Sales of Knoxville, Inc.'s Joinder to Verizon's Opposition to Plaintiff's Motion for Sanctions
08/18/2026 Motion to Dismiss ▼ Comment [64] Defendant Cellular Sales of Knoxville, Inc.'s Motion to Dismiss First Amended Complaint and Motion to Declare Plaintiff a Vexatious Litigant (Hearing Requested)
08/18/2026 Motion to Stay ▼ Comment [65] Plaintiff's Motion to Stay Proceedings Pending Judicial Disqualification and Outside Criminal/Administrative Investigations
08/19/2026 Clerk's Notice of Hearing ▼ Comment [66] Notice of Hearing
08/19/2026 Notice of Non Opposition ▼ Comment [67] Notice of Non-Opposition
08/19/2026 Notice of Non Opposition ▼ Comment [68] Notice of Non-Opposition
08/19/2026 Motion for Sanctions ▼ Comment [69] Plaintiff's Motion For Sanctions And Assessment Of Costs, Expenses, And Fees Personally Against Law Firm Of Springel & Fink Llp, Counsel Leonard T. Fink, Law Firm Of Mcdonald Carano Llp, And Counsel Ryan J. Works Pursuant To Nrs 7.085, Nrcp 16.1(F), And Inherent Court Powers; And Request For Judicial Referrals To State Bar Of Nevada
08/19/2026 Motion to Strike ▼ Comment [70] Motion to Strike Defendants' Motion to Dismiss
08/20/2026 Notice of Hearing ▼ Comment [71] Notice of Hearing
08/20/2026 Clerk's Notice of Hearing ▼

Comment [72] Clerk's Notice of Hearing
08/20/2026 Clerk's Notice of Hearing ▼ Comment [73] Notice of Hearing
08/20/2026 Memorandum ▼ Comment [74] Memorandum in Support of Motion to Disqualify Judge Delaney
08/21/2026 Motion ▼ Comment [75] Emergency Motion To Vacate September 22, 2026 Hearing Date, Enforce Nrs 1.235 Statutory Stay, And For Immediate Entry Of Order Under Edcr 2.20(E)
08/21/2026 Clerk's Notice of Hearing ▼ Comment [76] Notice of Hearing
08/22/2026 Clerk's Notice of Hearing ▼ Comment [77] Notice of Hearing
08/24/2026 Clerk's Notice of Nonconforming Document ▼ Comment [78] Clerk's Notice of Nonconforming Document
09/08/2026 Motion for Default Judgment ▼ Judicial Officer Delaney, Kathleen E. Hearing Time 9:00 AM Cancel Reason Vacated - per Judge Comment Plaintiff's Application for Default Judgment Against Defendant Cellular Sales of Knoxville, Inc dba Cellular Sales Under Nrcp 55(B); Memorandum of Points and Authorities; Declaration of Diinele Dinaali [Filed Concurrently With Plaintiff's Amended Reply Parts I, II & III, Motion for Sanctions Pursuant To NRS 7.085, And Plaintiff's Index 2 of Exhibits]
09/08/2026 Motion to Vacate ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Cancel Reason
Vacated - per Judge

Comment
Plaintiff s Emergency Motion to Vacate Order Shortening Time, Motion to Strike Defendant s Defective OST Submission, and Motion for Adherence to Standard Briefing Schedule Under EDCR 2.20; Memorandum of Points and Authorities; Declaration of Diinele Dinaali

09/08/2026 Motion to Consolidate ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Cancel Reason
Vacated - per Judge

Comment
Plaintiff s Emergency Motion To Consolidate Hearings, Vacate Moot Hearings, Set Motion For Terminating Sanctions, And Request For Voluntary Recusal

09/15/2026 Motion to Set Aside ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Comment
Plaintiffs Motion To Set Aside Entry Of Default

09/15/2026 Motion for Temporary Restraining Order ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
10:30 AM

Comment
Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminay Injunction; Memorandum of Points and Authorities

09/15/2026 Motion for Sanctions ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
10:30 AM

Comment

Plaintiff's Motion for Sanctions and Assessment of Costs, Expenses, and Fees Personally against Law Firm of Springel & Fink, LLP, Counsel Leonard T. Fink, Law Firm of McDonald Carano LLP, and Counsel Jonah Gavish Pursuant to NRS 7.085; Memorandum of Points and Authorities

09/15/2026 Motion ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

10:30 AM

Comment

Plaintiff's First Amended Motion for Case-Dispositive Terminating Sanctions and Assessment of Costs, Expenses, and Fees

09/16/2026 Motion ▼

Judicial Officer

Jones, Tierra

Hearing Time

9:00 AM

Comment

Motion to Disqualify Judge Kathleen E. Delaney for Cause Pursuant to NRS 1.235, NRS 1.230, and the Nevada Code of Judicial Conduct

09/16/2026 Motion ▼

Judicial Officer

Jones, Tierra

Hearing Time

9:00 AM

Comment

Motion to Disqualify Judge Kathleen Delaney

09/22/2026 Motion to Dismiss ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Comment

Defendant Cellular Sales of Knoxville, Inc.'s Motion to Dismiss First Amended Complaint and Motion to Declare Plaintiff a Vexatious Litigant

09/22/2026 Motion to Stay ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Comment

Plaintiff's Motion to Stay Proceedings Pending Judicial Disqualification and Outside Criminal/Administrative Investigations

09/22/2026 Motion for Sanctions ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Comment

Plaintiff s Motion For Sanctions And Assessment Of Costs, Expenses, And Fees Personally Against Law Firm Of Springel & Fink Llp, Counsel Leonard T. Fink, Law Firm Of Mcdonald Carano Llp, And Counsel Ryan J. Works Pursuant To Nrs 7.085, Nrcp 16.1(F), And Inherent Court Powers; And Request For Judicial Referrals To State Bar Of Nevada

09/22/2026 Motion to Strike ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Comment

Plaintiff's Motion to Strike Defendants' Motion to Declare Plaintiff a Vexatious Litigant; Request for Judicial and Administrative Investigation into Ex Parte Calendaring Irregularities and Collusion

09/22/2026 Motion ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Comment

Emergency Motion To Vacate September 22, 2026 Hearing Date, Enforce Nrs 1.235 Statutory Stay, And For Immediate Entry Of Order Under Edcr 2.20(E)

Financial

Dinaali, Diinele

Total Financial Assessment	\$274.50
Total Payments and Credits	\$274.50

6/25/2026	Transaction Assessment	\$270.00
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6/25/2026	Fee Waiver	(\$270.00)
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6/26/2026	Transaction Assessment	\$4.50
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6/26/2026	Payment (Window)	Receipt # 2026-51185-CCCLK	Dinaali, Diinele	(\$4.50)
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Cellco Partnership

Total Financial Assessment	\$253.00
Total Payments and Credits	\$253.00

7/21/2026	Transaction Assessment	\$253.00
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7/21/2026	Efile Payment	Receipt # 2026-57194-CCCLK	Cellco Partnership	(\$253.00)
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Cellular Sales of Knoxville, Inc.

Total Financial Assessment	\$223.00
Total Payments and Credits	\$223.00

8/3/2026	Transaction Assessment	\$223.00
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8/3/2026	Efile Payment	Receipt # 2026-60250-CCCLK	Cellular Sales of Knoxville, Inc.	(\$223.00)
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Morrow, Dion

Total Financial Assessment	\$223.00
Total Payments and Credits	\$0.00

8/19/2026	Transaction Assessment	\$223.00
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