



# **How to Complain About Lawyers and Judges in New York City**

COMMITTEE ON PROFESSIONAL DISCIPLINE

JUNE 2012

NEW YORK CITY BAR ASSOCIATION  
42 WEST 44<sup>TH</sup> STREET, NEW YORK, NY 10036

# INTRODUCTION

The New York City Bar Association, which was founded in 1870, has more than 23,000 members. One of the City Bar's functions is to act as a resource for information about legal and judicial ethics. This pamphlet explains how the disciplinary system for lawyers and judges operates. You should review this if you are considering whether to complain about a lawyer, judge or court employee.

## **Complaints Against Lawyers**

Lawyers have ethical responsibilities to their clients, the courts and others that are identified in the New York Rules of Professional Conduct. A copy of the Rules may be found at [http://courts.state.ny.us/rules/jointappellate/NY%20Rules%20of%20Prof%20Conduct\\_09.pdf](http://courts.state.ny.us/rules/jointappellate/NY%20Rules%20of%20Prof%20Conduct_09.pdf). If a lawyer meaningfully violates a Rule of Professional Conduct, he or she is subject to discipline administered by a governmental agency affiliated with the court system.

The following are examples of conduct by lawyers that may result in discipline.

1. **Neglect.** Lawyers are generally prohibited from neglecting their clients' cases. Neglect does not occur merely because a lawyer fails to return a telephone call as quickly as the client wishes, or because a case is not proceeding through the court system as fast as the client might want. Rather, neglect occurs when a lawyer repeatedly and consistently fails to communicate with his or her client, or where a failure by the lawyer to take action means that the client has lost a valuable right, such as right to bring a claim, assert a defense, appeal a decision or make a motion.
2. **Mishandling Money.** Lawyers often hold money for clients or other people. Under the Rules, such money must be held in a special escrow account separate from other funds belonging to the lawyer or the lawyer's business. A lawyer engages in misconduct if he or she mixes ("commingles") client or third party monies with his or her own, or if the lawyer uses ("converts") such money for his or her own purposes without permission. Misconduct occurs even if the lawyer has repaid the escrowed money.
3. **Misrepresentation.** The Rules generally require lawyers to be truthful in their dealings with clients, courts and third parties. This means a lawyer cannot tell a client that he/she has taken action – for example, starting a lawsuit – when such statement is false.
4. **Conflicts of Interest.** Once hired by a client, a lawyer is obligated by a duty of confidentiality and loyalty to avoid representing another client that has different interests unless the lawyer has his or her client's consent for such other, "conflicting" representation. Even after a case is over, a lawyer continues to have an obligation not to take a new case for a client in a matter that is the same or substantially related to the former client's finished case.

# Filing a Complaint

Frequently, a client's concerns about his or her lawyer can be satisfactorily resolved by discussing the problem. However, when that is not possible or the misconduct is very serious, the client may file a disciplinary complaint, even if he or she has not discharged the lawyer. Third parties may also file complaints about someone else's lawyer.

Note, however, that filing a disciplinary complaint will not affect the client's underlying case or allow the client to undo the lawyer's problematic actions or inactions (such as a failure by the lawyer to file a pleading or other legal document on time). In addition, the disciplinary system does not act as a criminal prosecutor. Allegations that a lawyer has committed a crime (for example, a theft of money) may be made directly to a district attorney.

## *Disciplinary and Grievance Committees in New York City*

In New York City, the agencies that investigate complaints against lawyers are the Departmental Disciplinary Committee for the First Department (regarding lawyers whose offices are in Manhattan or the Bronx) or the Grievance Committees for the Second, Eleventh, and Thirteenth Judicial Districts (regarding lawyers whose offices are in Brooklyn, Queens or Staten Island). The Committees are composed of prominent lawyers and non-lawyer members of the public who act as volunteers, and are assisted by professional staff attorneys who investigate and, if necessary, prosecute any charges arising from a complaint. The Committees are supervised by the Appellate Division of the Supreme Court of the State of New York, and are not affiliated with the City Bar or any other bar association.

## *Complaints*

If you believe a lawyer may have violated the Rules of Professional Conduct, you can write a letter to the appropriate Committee or fill out and submit a form available from their websites.

The form or letter should be as clear, specific and detailed as possible when explaining your complaint. The materials in your complaint should include the names, phone numbers and addresses of you and your attorney as well as copies of any pertinent documents, papers, and other information connected to the complaint. After a complaint is filed, it may be updated with new evidence. If new evidence becomes available after a complaint is dismissed, the complainant may ask that the complaint be re-evaluated.

If the lawyer's office is located in **Manhattan** or **The Bronx**, a complainant should contact:

Departmental Disciplinary Committee  
Supreme Court, Appellate Division  
First Judicial Department  
61 Broadway, 2nd Floor  
New York, New York 10006  
(212) 401-0800, fax: (212) 401-0810

The Disciplinary Committee's complaint form can be found at:

<http://www.nycourts.gov/courts/ad1/committees&programs/DDC/Complaint%20Form.pdf>

If your lawyer's office is located in **Brooklyn, Queens** or **Staten Island**, the appropriate committee is:

Grievance Committee for the  
Second, Eleventh, and Thirteenth Judicial Districts (Kings, Queens, and Richmond Counties)  
Renaissance Plaza  
335 Adams Street Suite 2400  
Brooklyn, New York 11201  
(718) 923-6300

The Grievance Committee's complaint form can be found at:

<http://www.nycourts.gov/courts/ad2/forms/Grievance%20Committee%20Complaint%20Form.pdf>

For more information about the attorney disciplinary process or how the Committees work, go to their websites. The First Department Disciplinary Committee's website is:

<http://www.nycourts.gov/courts/ad1/Committees&Programs/DDC/index.shtml>

The Second Department Grievance Committee's website is:

[http://www.nycourts.gov/courts/ad2/attorney matters\\_ComplaintAboutaLawyer.shtml](http://www.nycourts.gov/courts/ad2/attorney matters_ComplaintAboutaLawyer.shtml)

## The Complaint Process

### *Initial Review*

Every complaint is reviewed. If the relevant Disciplinary or Grievance Committee determines that a complaint does not describe a possible violation of the Rules of Professional Conduct, it will advise the complainant that an investigation is not warranted and close its file.

### *Investigation*

If the Committee determines that a complaint describes a meaningful violation of the Rules of Professional Conduct, it will begin an investigation supervised by one of its staff lawyers.

Typically, the Committee will first obtain an answer to the complaint from the lawyer and then give the complainant a chance to reply to the lawyer's answer. The Committee may also ask for additional documents or information, question witnesses, or take other investigative steps. This investigation process may take several months. In the meantime, the complainant may directly contact the appropriate Committee staff person to ask the status of the matter.

**Committee Action:** After an investigation, which can include a hearing or other proceeding, the Committee may do one of the following:

- **Dismiss** the complaint if it finds that the lawyer's conduct was not a violation of the Rules of Professional Conduct;



- Issue a ***confidential letter of caution*** or ***admonition*** saying that the lawyer acted improperly or engaged in questionable conduct; or
- Determine that there were ethical violations and recommend discipline, which could include ***censure*** (a public finding of misconduct), ***suspension*** (suspending the lawyer's license to practice law for a minimum period of time) or ***disbarment*** (taking away the lawyer's license entirely). A final decision to impose one of these forms of discipline is made by the appellate division.

## Recovering Funds Wrongfully Taken by Lawyers

If a lawyer wrongfully takes money or property, the victim may apply for reimbursement to the ***Lawyers' Fund for Client Protection of the State of New York***. The Fund is financed by contributions from all licensed lawyers in New York State, and may grant up to \$300,000 per eligible claim. A victim may be reimbursed by the Fund even if his or her lawyer was disbarred or suspended when the money or property was wrongly taken.

To be eligible for reimbursement, the victim should file a disciplinary complaint against the lawyer who took the money or property and file a claim with the Fund within two years of discovering his or her loss. The Fund's contact information is:

Lawyers' Fund for Client Protection  
119 Washington Avenue  
Albany, NY 12210  
(518) 434-1935 or 1-800-442-FUND  
[www.nylawfund.org](http://www.nylawfund.org)

## Complaints About the Unauthorized Practice of Law

Practicing law without a license is a crime. The Office of Court Administration (tel: (212) 428-2800, <http://iapps.courts.state.ny.us/attorney/AttorneySearch>) can answer any questions about a person's current ability to practice law. Concerns that someone is practicing without a license, or while suspended or disbarred, may be reported to a Disciplinary or Grievance Committee, the New York Attorney General's Office, or a local district attorney.

## Fee Disputes

A fee dispute exists when a client believes that his or her lawyer has not given sufficient value for the money the client has paid or may owe the lawyer. A fee dispute is usually not subject to disciplinary review. However, where the fees in dispute in a civil (not criminal) case are between \$1000 and \$50,000, a client may arbitrate his or her dispute under a state sponsored

program. Arbitration is designed to be a fast, informal and inexpensive way to resolve disputes. Most clients handle fee arbitrations without hiring a new lawyer to help them.

When a client disputes a lawyer's fee, the lawyer must send the client a notice advising that he/she has 30 days to commence an arbitration, and must also send the client relevant instructions and any necessary forms. A client may also start an arbitration on his or her own. Normally, a client can challenge the result of the arbitration in court within 30 days after the arbitration decision is mailed.

Arbitration programs in New York City are as follows:

*For Manhattan and the Bronx:*

**Joint Committee on Fee Disputes and Conciliation**

New York County Lawyers' Association

14 Vesey Street

New York, New York 10007

(212) 267-6646 x217

*For Brooklyn:*

**Brooklyn Bar Association**

123 Remsen Street

Brooklyn, New York 11201

(718) 624-0675

*For Staten Island:*

**Richmond County Bar Association**

152 Stuyvesant Place

Staten Island, New York 10301

(718) 442-4500

*For Queens:*

**District Administrative Judge's Office**

Eleventh Judicial District

88-11 Sutphin Boulevard, Room 511

Jamaica, New York 11435

(718) 298-1100

For more information, you can also contact the general office of the Fee Dispute Resolution Program at:

**Attorney-Client Fee Dispute Resolution Program**

Office of Court Administration

25 Beaver Street, Room 855

New York, New York 10004

1-877-FEES-137

[www.nycourts.gov/admin/feedispute](http://www.nycourts.gov/admin/feedispute)

Note that Disciplinary Committees generally do not pursue complaints alleging that a lawyer has not paid a debt. If a lawyer owes money, the complainant may bring an action in court to collect the debt.

## **Complaints Against Judges**

Although disagreement with a judge's decision or ruling is almost never a ground for disciplining the judge, a judge is required to abide by the Rules Governing Judicial Conduct (<http://www.nysba.org/Content/NavigationMenu16/CodeofJudicialConduct/CJC.pdf>). Examples of judicial misconduct under the Rules are: *impression of bias* (because the judge knows or formerly worked with a party or lawyer); *conflict of interest* (because the judge is related to someone in the case or has a personal interest in the outcome); or *ex parte communications* (because a judge is only supposed to talk about the substance of a case with both parties together).

## **The Complaint Process**

The New York State Commission on Judicial Conduct, composed of appointed judges, lawyers and non-lawyer members of the public, is responsible for investigating and prosecuting complaints against New York state judges, except for Housing Court judges (see below). A complaint may be submitted on a form obtained from the Commission's website (<http://www.scjc.state.ny.us/General.Information/complaintform.htm>), or by sending a letter explaining the alleged misconduct to:

**New York State Commission on Judicial Conduct**  
61 Broadway, Suite 1200  
New York, NY 10006  
Phone: (212) 809-0566  
Fax: (212) 809-3664  
<http://scjc.state.ny.us/General.Information/Complaintform.pdf>

The Commission will review each complaint and decide whether to investigate. If a judge is found to have violated the applicable standards, he or she may be disciplined. However, a disciplinary finding will not change the outcome of a complainant's case, and the Commission lacks any authority to transfer cases between judges.

Complaints against state Housing Court judges must be submitted to the supervising judge of the relevant Housing Court, as follows:

*For New York County (Manhattan):*

**Supervising Judge**  
New York County Housing Court  
111 Centre Street  
New York, New York 10013  
646-386-5590

*For Bronx County:*

**Supervising Judge**

The Bronx County Housing Court  
1118 Grand Concourse  
Bronx, New York 10456  
718-466-3117

*For Kings County (Brooklyn):*

**Supervising Judge**

Kings County Housing Court  
141 Livingston Street  
Brooklyn, New York 11201  
347-404-9060

*For Queens County:*

**Supervising Judge**

Queens County Courthouse  
89-17 Sutphin Boulevard  
Jamaica, New York 11435  
718-262-7300

*For Richmond County (Staten Island):*

**Supervising Judge**

Richmond County Courthouse  
927 Castleton Avenue  
Staten Island, New York 10310  
718-390-5426

## Complaints Involving Federal Judges

The conduct of federal judges is evaluated under the federal Code of Judicial Conduct, which is similar to the New York Rules Governing Judicial Conduct and may be found here [link](#).

Complaints against federal judges in New York City alleging violations of the Code should be directed to:

Clerk of the United States Court of Appeals for the Second Circuit  
Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, New York 10007  
(212) 857-8533

More information may be found at the Court of Appeals website  
(<http://www.ca2.uscourts.gov/judmisconduct.htm>) or by contacting the Clerk's office directly.

## **Complaints Against Court Personnel**

Like judges, court employees in New York State courts, such as court clerks, court officers, court aides and assistants, are held to high ethical standards. If a court employee has acted in a way that is corrupt, abusive, criminal or seriously incompetent, a complaint may be made to the Office of Court Administration by filling out a form that may be obtained from the New York courts' website (<http://www.nycourts.gov/admin/ig/index.shtml>), or by calling or writing to:

### **Inspector General**

Office of Court Administration  
25 Beaver Street  
New York, New York 10004  
(646) 386-3500  
[nycourts.gov/admin/ig/contactus.shtml](http://nycourts.gov/admin/ig/contactus.shtml)

### ***Discrimination Claims***

If the employee has discriminated against a member of the public on the basis of race, creed, sex or sexual orientation, there is a special complaint form ([nycourts.gov/admin/ig/pdfs/ClaimDiscrimTreatment.pdf](http://nycourts.gov/admin/ig/pdfs/ClaimDiscrimTreatment.pdf)) which may be submitted to:

### **Office of the Inspector General**

#### **ATTN: Managing Inspector General for Bias Matters**

Office of Court Administration  
25 Beaver Street  
New York, New York 10004  
(646) 386-3507

### ***Federal Court Personnel***

A complaint against federal court employee in a federal court should be made in a letter to the Chief Judge of the court where the employee works.

## **Statement of Client's Rights**

There is a court rule requiring all lawyers to post a Statement of Client's Rights in their offices. This statement is intended to educate clients concerning what they may reasonably expect from their attorney-client relationship. The rights included in the statement, as adopted by the Administrative Board of the Courts in New York State, are as follows:

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.

2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at anytime (court-approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

([nycourts.gov/litigants/clientsrights.shtml](http://nycourts.gov/litigants/clientsrights.shtml))

Available in Spanish:

<http://www.nysba.org/Content/NavigationMenu/PublicResources/ClientRightsandResponsibilitiesDeclaracinDeLosDerechosDeLosClientesyResponsabilidades/RightsSpanish.pdf>

## **Statement of Client's Responsibilities**

*The following was prepared by the New York State Bar Association, and adopted by the Administrative Board of the Courts:*

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Rules of Professional Conduct.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

In Spanish:

<http://www.nysba.org/Content/NavigationMenu/PublicResources/ClientRightsandResponsibilitiesDeclaracinDeLosDerechosDeLosClientesyResponsabilidades/ResponsibilitiesSpanish.pdf>



<u>Hardeman</u> County	<b>STATE OF TENNESSEE</b> <b>CIVIL SUMMONS</b> <small>page 1 of 1</small>	Case Number <b>2023-CV-11</b>
<u>Michael C. Grayson</u> Vs. <u>Equifax Inc., et al.</u>		

Served On:  
Equifax Inc.

1550 Peachtree Street, N.W., Atlanta, GA 30309

COPY

You are hereby summoned to defend a civil action filed against you in Circuit Court, Hardeman County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 3.10.23

Emice Gudger BS  
 Clerk / Deputy Clerk

Attorney for Plaintiff: \_\_\_\_\_

**NOTICE OF PERSONAL PROPERTY EXEMPTION**

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to \_\_\_\_\_ Clerk, \_\_\_\_\_ County

**CERTIFICATION (IF APPLICABLE)**

I, Emice Gudger Circuit Clerk of Hardeman County do certify this to be a true and correct copy of the original summons issued in this case.

Date: 3.10.23

Emice Gudger BS  
 Clerk / Deputy Clerk

**OFFICER'S RETURN:** Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Please Print: Officer, Title

Agency Address \_\_\_\_\_

Signature \_\_\_\_\_

**RETURN ON SERVICE OF SUMMONS BY MAIL:** I hereby certify and return that on \_\_\_\_\_, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant \_\_\_\_\_. On \_\_\_\_\_ I received the return receipt, which had been signed by \_\_\_\_\_ on \_\_\_\_\_. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: \_\_\_\_\_

Notary Public / Deputy Clerk (Comm. Expires \_\_\_\_\_)

Signature of Plaintiff \_\_\_\_\_

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call \_\_\_\_\_, ADA Coordinator, at ( ) \_\_\_\_\_

Rev. 03/11

IN THE CIRCUIT COURT OF HARDEMAN COUNTY, TENNESSEE



TWENTY-FIFTH JUDICIAL DISTRICT AT BOLIVAR

<p>MICHAEL C. GRAYSON</p> <p>v. Plaintiff,</p> <p>EQUIFAX INC., EXPERIAN, TRANSUNION, and FIRST NATIONAL BANK OF OMAHA,</p> <p>Defendants.</p>	<p>Case no. 2023-CV-11</p>
<p><b>COMPLAINT</b></p>	

Plaintiff, Michael C. Grayson, complaining of the defendants, alleges the following as and for his complaint:

Jurisdiction and Venue

1. This Court has jurisdiction pursuant to T.C.A. §§ 16-10-101 and 111.
2. Venue is proper pursuant to T.C.A. §§ 16-113(3) and (4).

Parties

3. Plaintiff is a United States citizen residing in Bolivar, TN.
4. Defendant Equifax Inc. is a consumer credit reporting agency ("CRA") headquartered in Atlanta, GA. CRAs are organizations that provides information on individuals borrowing and bill paying habits. CRAs are subject to the rules and guidelines in the Fair Credit Reporting Act ("FRCA"), 15 U.S.C. § 1681 *et seq.* Defendant Experian is a CRA headquartered in Dublin, Ireland. Defendant TransUnion is a CRA based in Chicago, IL. The three CRAs will be collectively referred to as "CRA defendants."

FILED  
CIRCUIT & GENERAL SESSIONS  
COURT  
3-10-23  
AT 12:18 PM  
BY EUNICE GUDGER, CLERK  
HARDEMAN COUNTY, TENNESSEE

5. First National Bank of Omaha ("FNBO") is a bank located in Omaha, NE.

Introduction

6. This is a complex civil action for RICO remedies authorized by the federal statutes at 18 U.S.C. 1961 et seq.; for declaratory and injunctive relief; for actual, consequential, and exemplary damages; and for all other relief which this honorable Court deems just and proper under all circumstances which have occasioned this Initial COMPLAINT. See 18 U.S.C. §§ 1964(a) and (c) ("Civil RICO").

7. The primary cause of this action is a widespread criminal enterprise engaged in a pattern of racketeering activity across State lines, and a conspiracy to engage in racketeering activity involving numerous RICO predicate acts during the past eight (8) calendar years. The predicate acts alleged here cluster around criminal manipulation of the banking system by falsifying and distributing knowingly false consumer reports, Non-Adverse Positive Credit Theft, RICO, Fraud, Slander of Credit, Intentional Infliction of Emotional Damage, trafficking in false credit reports bearing falsely reported inaccurate credit reports histories, tampering with credit scores, interstate dissemination of false reports, obstruction of the banking system, conspiracy to circumvent fair and accurate credit reporting, conspiracy to directly impair the efficiency of the banking system, conspiracy to undermine the public confidence, conspiracy to undermine the elaborate mechanism which has been developed for investigating and evaluating the credit worthiness, credit standing, credit capacity, character, and general reputation of consumers, conspiracy to undermine fairness, impartiality, and a respect for the consumer's right to privacy, conspiracy to undermine and circumvent reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is unfair and inequitable to the consumer, with regard to the confidentiality, accuracy,

relevancy, and proper utilization of such information in accordance with the requirements of federal and state law, obstruction of consumer access to capital, discrimination, peonage, and conspiracy to create a system of financial slavery. This case is complex only because this crime has gone virtually unnoticed for over 50 years. Its devastating effects has touched nearly every American either directly or indirectly.

8. Everyone understands that the credit bureaus are guilty of willful noncompliance, this case is going to blow the door off of a more insidious scheme that effects even more Americans. The CRA Defendants conspire to alter, fabricate, and destroy consumer credit reports. This case will be a deep dive into the part of this RICO scheme that is not so well known. Defendants have actually created a scam to create financial problems for people with perfect credit. By creating financial hardships for people with good in addition to people with bad credit the Defendants have created a scheme that targets nearly 80% of the population. That makes the Defendants the largest criminal organization in the world.

9. Plaintiff is using this case to expose the RICO crime denoted as Non-Adverse Positive Credit Theft. When you put this in perspective, according to the Fair Isaac Corporation, the creator of the current credit system, 80% of all financial decisions in a consumer's life is tied to their credit. So, by falsifying, sabotaging, or destroying a consumer's credit file the Defendant are at the root of nearly all financial hardships in every Americans life. Courts are uniquely well positioned to act—and to catalyze further action in corporate America.

10. Non-adverse positive credit theft refers to the process of removing a consumer's positive non adverse credit accounts over time in an effort to gradually lower the consumers credit score so that the consumer can become a victim or excessive fees, security deposits, turn downs for cash loans and inflated interest rates. This crime is so gradual and subtle that the

consumers including myself hardly even notice this process.

11. The CRA defendants have created an algorithm that attacks the middle class, minorities, and women. This algorithm selectively removes positive credit accounts from the victim's credit report in the guise of these accounts being reported as fraud by the consumer.

12. Despite the fact that the consumer is unaware of these actions. The perpetrators fail or refuse to notify the victims of their actions as required by law (all fraud removals, deletions or blocked accounts are required to be sent to the consumer in the form of a notification within 30 days of that action) thereby going unnoticed.

13. The FCRA requires CRA defendants to notice consumers of any fraud complaint and the results of said fraud complaints. The algorithm requests that the creditors delete the account. If the creditor refuses, the algorithm continues to dispute these accounts as "*True Identity Fraud*" until the creditor agrees to delete the account.

14. Once the items are removed, these actions gradually lower the consumer's credit score and credit capacity. Because the entire credit system is mired in secrecy and false information this crime goes virtually unnoticed by consumers, regulatory agencies, and consumer watchdog groups.

15. Furthermore, the CRA defendants understand that most consumers rarely check their credit report and therefore they would not check for or notice these subtle changes.

16. In plaintiff's case, despite the fact that he checks his credit regularly, plaintiff did not notice this deception. It is the perfect crime.

17. After removing the non-adverse positive credit, the CRA defendants position their subscribers to overcharge their consumers (risk-based pricing), add addition fees, charge security deposit, and charge prohibitively high interest rates.

18. The goal is to enslave the consumer in a system of debt while their subscribers reap a multi trillion-dollar windfall. Even if the consumer notices that they are missing positive credit accounts they are unsure of how to counter this scam because the common response to inaccurate information on your credit report is to dispute negative information, no one ever talks about how to reinsert positive information that has been stolen.

19. Even Congress has failed to realize the extensive nature of this criminal activity because the entire basis for consumer credit reporting is focused on adverse credit. Congress failed to realize the power of positive credit theft. Once the positive credit is removed it is effective in ensuring certain demographics do not have access to capital.

20. The CRA defendants have taken advantage of the consumers lack of understand and Congresses inability to enforce their own consumer credit laws to create the largest criminal conspiracy in history.

21. This racket is particularly heinous in the case of credit card interest rates. By issuing credit cards to consumers at unreasonable interest rates it is possible for their subscribers to lock consumers in a perpetual debt cycle that they may never recover. By over charging 80% of 200 million consumers on their interest rates the CRA defendants scheme generates over \$900 million annually.

#### Factual Allegations

22. Plaintiff has maintained perfect credit for over thirty (30) years, during that time plaintiff has had over ninety credit accounts or tradelines which reported "paid as agreed" to his credit report. Currently Plaintiff has less than 20% of those accounts still showing on his credit report.

23. Plaintiff is an inventor and small business owner and as such maintains perfect

credit at all times as it is the life blood of his business.

24. Plaintiff invented a device that could literally save the planet by reducing global warming by 40-70%.

25. Plaintiff has been self-funding the development of a working prototype, but his efforts have been sabotaged by the CRA defendants' scheme to destroy his access to capital. As such, plaintiff has had to stop the development of this device at a time when the world needs it the most.

26. After initiating a lawsuit against Defendant Equifax, the Plaintiff was forced to make a forensic audit of his credit and he noticed that most of his positive credit was deleted from his credit report.

27. Upon a forensic audit of the five thousand plus page discovery documents issued by Defendant Equifax, plaintiff came across a pattern of the Defendant removing all of the Plaintiffs non adverse positive credit.

28. Plaintiff found that in the past six years, defendant Equifax closed, blocked, deleted and or removed over forty of plaintiff's non adverse positive credit (90%).

29. Plaintiff also noticed that all CRA defendants closed, blocked, deleted and or removed these very same accounts. The CRA defendants never notified plaintiff of these purported frauds as required by law. Defendants never notified the Plaintiff of the removal of these accounts from his credit as required by law. Defendants never gave the plaintiff an opportunity to dispute these fraudulent activities.

30. Defendant Equifax willfully and maliciously reported all of plaintiff's positive credit as fraud which triggered the creditors to begin to close these accounts which the Defendants later asked the creditors to delete these accounts from the Plaintiff's credit history

using their shared software system called "E-Oscar".

31. A representative of defendant Equifax stated by sworn affidavit that the non-adverse positive credit accounts that were removed were done so at the behest of Defendants Experian and TransUnion.

32. Defendant Equifax stated that the other CRA defendants reported those accounts as fraud, fraudulently opened, or identity theft.

33. CRA defendants understand that in order to report items as fraud, fraudulently opened or identity theft, they must be in possession of a police report listing those items, an identity theft report, an identity theft affidavit or a medical report. None of these documents were issued by the Plaintiff. As such each instance was criminal fraud perpetrated by the Defendants.

34. CRA defendants removed over forty positive credit accounts from plaintiff's credit report between 2015 and the present. Defendants fraudulently claimed that Plaintiff reported these accounts as opened through fraud.

35. Each defendant contacted the others through its E-Oscar software system so that each showed the same false information. Defendants knew that this information was false, with the intention that Plaintiff rely on the fraud to Plaintiff's detriment.

36. CRA defendants issued false credit reports containing fabricated information to hundreds of plaintiff's creditors, potential creditors, investors, and clients. Defendants distributed and trafficked these credit reports which they knew were fabricated, with the intention that plaintiff rely on the fraud to plaintiff's detriment.

37. Defendant Equifax filed affidavits in court which state that the subsequent false removals of plaintiff's non-adverse positive credit were done by their firm with the cooperation



and behest of both Transunion and Experian. Equifax claimed that the other defendants provided it with proper documentation to substantiate its claim of true identity fraud and that plaintiff issued an identity theft report which outlined those forty plus positive credits accounts as opened through fraud. Defendants Experian and Transunion knew that they were not in possession of documents authorizing them to make these false claims, therefore they knew that their statements were false, with the intention that Plaintiff rely on the fraud credit reports to Plaintiff's detriment.

38. CRA defendants issued false credit reports in the name of plaintiff and as a direct and proximate result, he lost income and opportunity. Plaintiffs' invention that is worth billions has been catastrophically delayed. In addition, the Plaintiff has been forced to pay exorbitant amounts for interest rates and security deposits. Plaintiff was forced to put over \$20,000 down in order to purchase a car and \$20,000 in security deposit to qualify for secured credit cards despite his flawless credit history.

39. CRA defendants' fraudulent claims have increased plaintiff's overall indebtedness and forced him to close several of his businesses. Defendants' algorithm targeted plaintiff because he was a Middle Class African American. Defendant knew plaintiff was African American and that their statements were false, with the intention that plaintiff rely on the fraud reports to his detriment.

40. CRA defendants distributed false credit reports knowing that these reports would be used by the Plaintiff's creditors, potential creditors, investors, and clients to evaluate the credit worthiness, credit standing, credit capacity, character, and general reputation of the Plaintiff. When the CRA defendants filed these fraudulent documents, they fraudulently claimed that Plaintiff had limited credit history, no length of credit history and no mix of credit

history resulting in the plaintiff being viewed as a credit risk and lacking in fiscal responsibility.

41. As a credit expert, this resulted in plaintiff being labeled as a fraud and destroyed his credit business. Defendants' scam increased plaintiff's indebtedness and destroyed his access to capital which forced him to close his engineering business, despite him having several patents which could someday save the planet.

42. CRA defendants knew that plaintiff needed his excellent credit to support his businesses and to establish his reputation in the credit business. Defendant knew that their statements were false, with the intention that plaintiff rely on the fraud to Plaintiff's detriment.

43. Defendant FNBO used this RICO scheme to charge plaintiff an extremely high interest rate and a large security deposit. Defendant FNBO has profited from this RICO scheme. Defendant's fraudulent claims were urged under color of an official right.

44. As a result, plaintiff's once perfect credit was destroyed and he suffered the following damages as a result:

45. Plaintiff was offered a multibillion-dollar contract with Toyota in connection with his inventions. However, he has not been able to finish his prototype which would allow him to sign this deal because of the RICO activities of the defendants.

46. In addition, the Plaintiff has had several other million dollar deals that were thwarted by the Defendants activities.

47. Defendant FNBO is currently charging me interest rate of 24.5% despite the fact that plaintiff has had an account with them for over ten years and has no late payments.

48. Plaintiff's balance with FNBO is \$28,000 which means he must make a minimum payment of over \$800 per month, which only covers the interest on the card. Plaintiff's balance increases every month even though he no longer uses the card.

49. Defendant FNBO even canceled one of the two cards he had with them, despite my never being late on a single payment in 10 years.

50. Plaintiff was forced to take this and several other high interest credit cards and loans because of CRA Defendants' falsification and dissemination of my credit report.

51. CRA Defendants destroyed plaintiff's relationship with American Express ("Amex"). When the CRA Defendants began their attacks, plaintiff had three active Amex cards, several previous Amex accounts, and was on track for a Black Card membership.

52. As a result, plaintiff now could only qualify for a Credit One Amex with only a \$600 limit and a very high interest rate. Over the past six years, plaintiff has been turned down at least twelve times by AmEx despite having had a relationship with them for over twenty years and have never missed a payment.

53. Plaintiff charged and paid back hundreds of thousands on their credit card. The last four accounts that the Defendants forced to close and then deleted were 34999196675708053; 3499917490992893; 3499917120181343; 3499920217850173.

54. Amex has a no tolerance party for fraud so once the Defendants contacted them with their false allegations of fraud I was blackballed at AmEx.

55. CRA defendants destroyed plaintiff's relationship with Bank of America. Plaintiff had multiple business and personal credit accounts with BOA. He had multiple loans and credit cards with BOA for over forty years. Losing this relationship was the most painful.

56. Once the CRA defendants started to issue false fraud statements to BOA and alleged that they were coming from me then plaintiff was immediately red flagged by this longtime ally. I have had countless accounts, loans, and credit cards with BOA. The most recent two that were removed were account numbers 63010032940289 and 5474151314854248.

BOA even closed all of my business and personal bank accounts.

57. CRA defendants destroyed plaintiff's relationship with PayPal. Plaintiff had several accounts with PayPal for each of his businesses. Plaintiff was given a large loan for his business by PayPal. Plaintiff was granted a line of credit for offering financing to all of the Plaintiff's clients and potential clients. Plaintiff was issued a credit card from PayPal. Once this card reported to the Plaintiff's credit report the Defendants began their RICO activities and requested that this credit card be terminated for fraud. Within 24 hours of receiving this request PayPal canceled every account they had with the Plaintiff despite their perfect 20-year relationship. Plaintiff had just invested \$500,000 on an infomercial campaign which he had to cancel because he could not offer the PayPal finance program.

58. CRA defendants destroyed plaintiff's relationship with Capital One. Plaintiff had multiple business and personal credit accounts with them. He had multiple loans and credit cards for over thirty years. Losing this relationship was painful. Once the CRA defendants started to issue false fraud statements and alleged that they were coming from me then I was immediately red flagged by this longtime ally. I have had countless accounts, loans, and credit cards with cap1. The most recent two that were frauded and removed from my credit are account numbers 5178058666191419 and 5489555110951979. Cap One closed my business and personal bank accounts after defendant's RICO activities.

59. CRA defendants destroyed plaintiff's relationship with Merrick Bank. Plaintiff had multiple personal credit accounts and credit cards with it for thirty years. Losing this relationship was painful. Once the CRA defendants started to issue false fraud statements and alleged that they were coming from me then I was immediately red flagged by this longtime ally. Despite the fact that I had countless credit cards with them. Every time I disputed the

claim that this account was opened with fraud Merrick Bank reopened my account. However as soon as the new account showed up on my credit report the Defendants frauded the account again. The most recent four that were removed from my credit are account numbers 4120611001082420; 4120611002903384; 4120611002018340; 4120611001909879.

60. Other long term banking relationships that the CRA defendants destroyed where with Elan Financial, FIA CSNA, First Premier, First Choice Bank, Key Bank, New Millennium, Plains Commerce Bank, Universal Bank, and U.S. Bank. The CRA defendants' scheme is so perfect that US Bank actually tried to repossess Plaintiff's Mercedes even though he was never late on a single payment, and I had put over \$20,000 down on that purchase.

61. CRA defendants' actions were malicious and part of a pattern of racketeering activity which generates almost over \$900 billion dollars annually for their subscribers. In addition, because I had perfect credit this crime did not stop me from buying stuff it only limited my access to capital and caused me to pay extremely high interest rates, security deposits and fees. Defendants don't want to shut down interstate commerce they seek only to have their subscribers collect a "vig" for each transaction.

62. Plaintiff currently owes over \$80,000 in credit card debt. His average interest rate is 24% despite having perfect credit. Plaintiff is paying almost \$6,000 per month in minimal payments, which means his debt is still growing and that at this rate it will take close to twenty (20) years to pay off this debt.

63. If the Defendants had not sabotaged plaintiff's credit, he could easily qualify for 0% interest rate on all of my cards which means that at \$6,000 per month my debt would be paid off in fourteen (14) months.

64. In addition, because this racketeering activity eliminated his access to capital,

plaintiff had to max out my credit cards which dropped my credit score by 200 points.

64. The following paid as agreed accounts were removed by the defendant illegally:

- A. AMERICAN EXPRESS 3499917120181343
- B. AMERICAN EXPRESS 3499920217850173
- A. AMERICAN EXPRESS 34999196675708053
- B. AMERICAN EXPRESS 3499917490992893
- C. BANK OF AMERICA 63010032940289
- D. BANK OF AMERICA 5474151314854248
- E. CAPITAL ONE 5178058666191419
- F. CAPITAL ONE 5489555110951979
- G. ELAN FINANCIAL 5480290005885012
- H. FIA CSNA 4342870031908838
- I. FIRST PREMIER 5177607473271805
- J. FIRST PREMIER 5178006075458648
- K. FIRST PREMIER 5480290005885012
- L. FIRST CHOICE BANK 5491065030412850
- M. FIRST CHOICE BANK 4767075030421447
- N. FIRST CHOICE BANK 4767075020090590
- O. FIRST CHOICE BANK ACCT#5491065020071195
- P. FNBO 416902036728239
- Q. FNBO 370634191910041
- R. KEY BANK 5480290005885012
- S. MERRICK BANK 4120611001082420
- T. MERRICK BANK 4120611002903384
- U. MERRICK BANK 4120611002018340
- V. MERRICK BANK 4120611001909879
- W. NEW MILLENIUM 5491065030412850
- X. NEW MILLENIUM 4767075030421447
- Y. NEW MILLENIUM 4767075020090590
- Z. NEW MILLENIUM 5491065020071195
- AA. PLAINS COMMERCE BANK 4317320071194031
- BB. WELLS FARGO 4426441016518171
- CC. WELLS FARGO 68568516742690001
- DD. PLAINS COMMERCE BANK 4317320071194031
- EE. UNIVERSAL BANK 5491139314156762
- FF. US BANK 5151177528

65. These removed account were deleted from my real credit report and the new

false credit reports were trafficked and illegally distributed to the following creditors:

- |                                   |            |
|-----------------------------------|------------|
| A. NAVY FCU (FINANCE)             | 01/12/2022 |
| B. AMERICAN EXPRESS (BANK)        | 05/17/2022 |
| C. UCS/NATIONWIDE MORTGAGE (BANK) | 05/22/2022 |
| D. FIRST TECH FCU                 | 06/01/2022 |

E. NAVY FCU (FINANCE)		06/02/2022
F. ANDREWS FCU/CUDL (FINANCE)		06/02/2022
G. CITI CARDS CBNA		06/06/2022
H. SYNCHRONY MASTERCARD (BANK)		06/09/2022
I. AMEX		06/17/2022
J. XACTUS		06/22/2022
K. JPMCB CARD		09/16/2022
L. SIGNATURE PAYMENTS		10/04/2022
M. CAPITAL ONE NA (BANK)		05/27/2021
N. CONBNEXUS CREDIT UNIONS (FINANCE)		05/27/2021
O. ANDREWS FCU/CUDL (FINANCE)		05/27/2021
P. US BANK		05/31/2021
Q. ALLT FINANCIAL		11/09/2021
R. CREDCO		11/11/2021
S. BANK OF AMERICA		11/11/2021
T. HUNTINGTON NATL BANK		11/11/2021
U. FIFTH THIRD BANK		11/11/2021
V. PENTAGON FEDERAL CRE	491FC28690	01/08/2019
W. PAYPAL		05/23/2019
X. PENTAGON FEDERAL CRE	491FC28690	03/12/2018
Y. PENTAGON FEDEREAL CRE	491FC28690	04/10/2018
Z. STAPLES/CBNA	190WZ00215	04/11/2018
AA. PENTAGON FEDERALCRE	491FC28690	05/08/2018
BB. PENTAGON FEDERAL CRE	491FC28690	06/12/2018
CC. ON DECK CAPITAL	325AT00014	06/18/2018
DD. PENTAGON FEDERAL CRE	491FC28690	07/03/2018
EE. KEY BANK, NA	645BB19473	08/02/2018
FF. PENTAGON FEDERAL CRE	491FC28690	08/07/2018
GG. US BANK, N.A.	613BB33912	08/07/2018
HH. PENTAGON FEDERAL CRE	491FC28690	08/14/2018
II. INFINITY CAP (FINANCE)		08/22/2018
JJ. KEY BANK, NA	645BB19473	08/25/2018
KK. ELECTRONMER (FINANCE)		08/27/2018
LL. ELECTONMER (FINANCE)		08/31/2018
MM. INFINITY CAP (FINANCE)		09/05/2018
NN. PENTAGON FEDERAL CRE	491FC28690	09/11/2018
OO. PENTAGON FEDERAL CRE	491FC28690	10/09/2018
PP. PENTAGON FEDERAL CRE	491FC28690	11/06/2018
QQ. PENTAGON FEDERAL CRE	491FC28690	12/04/2018
RR. US BANK, N.A.	613BB33912	12/11/2018
SS. PENTAGON BANK CRE	491FC28690	02/28/2017
TT. AVIS BUDGET CAR RENT	444AZ01682	05/08/2017
UU. CREDCO (ALLY GALLERY IMPORT)	181ZB01801	05/29/2017
VV. LEXISNEXIS (STATE FARM INSR)	401ZB04356	05/30/2017
WW. PENTAGON FEDERAL CRE	491FC28690	05/27/2017

XX. KEY BANK, NA	645BB19473	06/25/2017
YY. PENTAGON FEDERAL CRE	4961FC28690	07/11/2017
ZZ. COMENITY CAPITAL/LEND	372BC02630	08/24/2017
AAA. PENTAGON FEDERAL CRE	491FC28690	08/27/2017

66. Removing a single paid as agreed account would be negligent and a violation of the FCRA. Removing two accounts would be willful. Removing over thirty-four accounts is a malicious act with intent to injure the Plaintiff and constitutes RICO activities.

67. To date the Defendant have failed or refused to correct their crimes, reinsert these falsely deleted items, contact all of the creditors who received these trafficked false reports to send them a real credit report or give the Plaintiff restitution for his damages.

AS AND FOR A FIRST CAUSE OF ACTION

Acquisition and Maintenance of an Interest in and Control of an Enterprise Engaged in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(b)

68. Plaintiff repeats and re-alleges each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

69. All defendants acquired and/or maintained, directly or indirectly, an interest in or control of a RICO enterprise of individuals who were associated in fact and who did engage in, and whose activities did affect, interstate and foreign commerce, all in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(b).

70. During the eight calendar years following March 1, 2015, all Defendants did cooperate jointly and severally in the commission of several of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities).

71. Plaintiff further alleges that all defendants committed two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to



threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) supra.

AS AND FOR A SECOND CAUSE OF ACTION

Conduct and Participation in a RICO Enterprise through a Pattern of Racketeering Activity:  
18 U.S.C. §§ 1961(5), 1962(c)

72. Plaintiff repeats and re-alleges each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

73. All defendants did associate with a RICO enterprise of individuals who were associated in fact and who engaged in, and whose activities did affect, interstate and foreign commerce.

74. Likewise, all defendants did conduct and/or participate, either directly or indirectly, in the conduct of the affairs of said RICO enterprise through a pattern of racketeering activity, all in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(c).

75. During the eight calendar years following March 1, 2015, all defendants cooperated jointly and severally in the commission of two or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(c) (Prohibited activities).

76. Plaintiff further alleges that all defendants did commit two or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(c) supra.

AS AND FOR A THIRD CAUSE OF ACTION

Conspiracy to Engage in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(d)

77. Plaintiff repeats and re-alleges each and every allegation as set forth above, and

hereby incorporates same by reference, as if all were set forth fully herein.

78. All defendants did conspire to acquire and maintain an interest in a RICO enterprise engaged in a pattern of racketeering activity, in violation of 18 U.S.C. §§ 1962(b) and (d).

79. All defendants did conspire to conduct and participate in said RICO enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. §§ 1962(c) and (d). See also 18 U.S.C. §§ 1961(4), (5) and (9).

80. During the eight calendar years following March 1, 2015 A.D., all defendants did cooperate jointly and severally in the commission of two or more of the predicate acts that are itemized at 18 U.S.C. §§ 1961(1)(A) and (B), in violation of 18 U.S.C. 1962(d).

81. Plaintiff further alleges that all defendants did commit two or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of 18 U.S.C. 1962(d) (Prohibited activities supra).

AS AND FOR A FOURTH CAUSE OF ACTION  
Common law fraud

82. Plaintiff repeats and re-alleges each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

83. Defendants, and each of them, jointly and severally, knowingly made numerous misrepresentations to plaintiff.

84. Defendants are running a racket by taking falsifying credit reports so that their subscribers can take money and property from parties situated similarly by charging excessive fees, security deposits and interest rates and by causing the consumers to be locked into a debt

spiral. In addition, the Defendants cause the consumer to be blocked from access to capital.

**WHEREFORE**, plaintiff respectfully requests that judgment be entered against defendants as follows:

1. That this Court liberally construe the RICO laws and thereby find that all Defendants, both jointly and severally, have acquired and maintained, both directly and indirectly, an interest in and/or control of a RICO enterprise of persons and of other individuals who were associated in fact, all of whom engaged in, and whose activities did affect, interstate and foreign commerce in violation of 18 U.S.C. 1962(b) (Prohibited activities).
2. That all Defendants and all their directors, officers, employees, agents, servants and all other persons in active concert or in participation with them, be enjoined temporarily during pendency of this action, and permanently thereafter, from acquiring or maintaining, whether directly or indirectly, any interest in or control of any RICO enterprise of persons, or of other individuals associated in fact, who are engaged in, or whose activities do affect, interstate or foreign commerce.
3. That all Defendants and all of their directors, officers, employees, agents, servants, and all other persons in active concert or in participation with them, be enjoined temporarily during pendency of this action, and permanently thereafter, from committing any more predicate acts in furtherance of the RICO enterprise alleged in COUNT ONE supra.
4. That all Defendants be required to account for all gains, profits, and advantages derived from their several acts of racketeering activity in violation of 18 U.S.C. 1962(b) and from all other violation(s) of applicable State and federal law(s).
5. That judgment be entered for Plaintiff and against all Defendants for Plaintiff's actual damages, and for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(b), according to the best available proof.
6. That all Defendants pay to Plaintiff treble (triple) damages, under authority of 18 U.S.C. 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(b), according to the best available proof.
7. That all Defendants pay to Plaintiff all damages sustained by Plaintiff in consequence of Defendants' several violations of 18 U.S.C. 1962(b), according to the best available proof.
8. That all Defendants pay to Plaintiff his costs of the lawsuit incurred herein including, but not limited to, all necessary research, all non-judicial enforcement and all reasonable counsel's fees, at a minimum of \$150.00 per hour worked (Plaintiff's standard professional rate at start of this action).

9. That all damages caused by all Defendants, and all gains, profits, and advantages derived by all Defendants, from their several acts of racketeering in violation of 18 U.S.C. 1962(b) and from all other violation(s) of applicable State and federal law(s), be deemed to be held in constructive trust, legally foreign with respect to the federal zone, for the benefit of Plaintiff, His heirs and assigns.
10. That plaintiff be awarded actual and compensatory damages, as well as punitive and exemplary damages for plaintiff's fraud claim in the amount of \$1 Billion.
11. That Defendant be instructed to reinsert all non-adverse positive credit that was stolen from the Plaintiff.
12. That Defendants be instructed to provide a list of all creditor contacts which they disseminated this false information and prepare a statement of retraction and issue a new complete credit report.

Dated: Bolivar, TN  
March 6, 2023

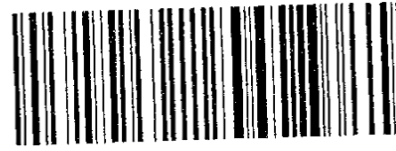


A handwritten signature in black ink, appearing to read "Michael C. Grayson".

Michael C. Grayson  
Plaintiff pro se  
508 Pecan Drive, Bldg. 4, apt. 307  
Bolivar, TN 38008  
(731) 212-1922

*Julieann Drake 3/10/2023*

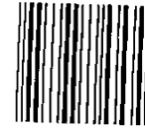
Michael C. Grayson  
508 Pecan Dr. Bldg 4, Apt 307  
Bolivar, TN 38008



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U.S. POSTAGE PAID  
FCM LG ENV  
BOLIVAR, TN  
38008  
MAR 10, 23  
AMOUNT

**\$6.13**

R2305M148101-21

Equifax  
1550 Peachtree St.  
N.W. Atlanta, GA 30309

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

DR. MICHAEL C. GRAYSON

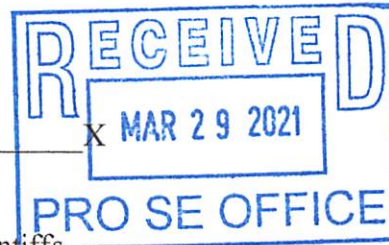
Plaintiffs,

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendants,

X



**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ MAR 29 2021 ★

**BROOKLYN OFFICE**

18-CV-6977

**PLAINTIFF'S SECOND  
AMENDED COMPLAINT  
AND JURY DEMAND**



Plaintiff, Dr. Michael C. Grayson ("Plaintiff" ), *Per Se*, for his Second Amended Complaint Against Equifax Information Services LLC ( "Defendant" ), Plaintiff respectfully sets forth and alleges that:

**PRELIMINARY STATEMENT**

Plaintiff brings this lawsuit for compensatory damages, punitive damages, and any other relief the Court deem proper and just to grant for the Defendant's alleged violations of Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the "FCRA"), and the New York Fair Credit Reporting Act, N.Y. Gen. Bus. Law § 380 *et seq.* (the "NYFCRA").

**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. § 1681p since this is a civil action brought under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681.
2. This Court has supplemental jurisdiction pursuant to 28 U.S.C. 1367 over all other claims.
3. Defendant is subject to personal jurisdiction because it purposefully availed itself to the

state and federal court system by sending correspondences into the State of New York relating to the matters discussed in this Complaint and by conducting regular business within the State of New York on a regular and continuous basis.

4. Venue lies properly within this District pursuant to 28 U.S.C. § 1391 because substantial part of the events giving rise to the claim occurred by acts performed in or reaching this District.

### **PARTIES**

5. Plaintiff Dr. Michael C. Grayson is a natural person residing in the State of New York, as defined by the FCRA, 15 U.S.C. § 1681a(c).

6. Defendants Equifax Information Services LLC is a consumer reporting agency, as defined by the FCRA, 15 U.S.C. § 1681a(f).

### **BACKGROUND**

7. Defendant has a history of consumer dispute fraud. Defendant has recently lost a class action lawsuit for consumer dispute fraud. Defendant has recently been fined by the federal government for consumer dispute fraud. Defendants maintain an ongoing criminal enterprise. Once their scam is uncovered by federal agencies, they simply pay the fines and continue with the business of fraud(racketeering). Recent sanctions and fines have not been sufficient to discourage the Defendant from continuing their consumer-based fraud schemes. The Defendant has been sanctioned many times for failing to respond to consumer disputes and thereby keeping consumers credit scores artificially lower than it should be, this fact has been proven many times. By artificially keeping credit scores low the Defendant can demand a higher price and more profits for their information services. Defendant primary business is selling positive credit information to retailers. If positive credit is rare, like anything else it becomes more valuable. Defendant and



their clients profit heavily from bad credit. Defendants and their clients have a vested interest in destroying consumer credit.

8. The entire American economy is based on consumer credit. The credit bureaus want to control access to the access to capital, the economy and the American Dream". If that is not scary enough, they also now wield the power of life and death. According to the Wall Street Journal, "In a development that consumer groups say raises privacy issues, a growing number of hospitals are mining patients' personal financial information to figure out how likely they are to pay their bills. Some hospitals are peering into patients' credit reports, which contain information on people's lines of *credit, debts and payment histories*. *Other hospitals are contracting with outside services that predict a patient's income and whether he or she is likely to walk away from a medical bill*. Hospitals often use these services when patients are uninsured or have big out-of-pocket costs despite having health insurance. Hospitals say the practice helps them identify which patients to pursue actively for payment because they can afford to pay. They say it also allows them to figure out more quickly which patients are eligible for charity care or assistance programs. Administrators also argue that these credit checks can help them minimize losses." Believe it or not we live in a world where the quality of your health care is based on your credit. Without adequate health insurances millions of Americans are at the mercy of the credit bureaus. In fact, Harvard reported, "A study published online today estimates nearly 45,000 annual deaths are associated with lack of health insurance. That figure is about two and a half times higher than an estimate from the Institute of Medicine (IOM) in 2002. The new study, "Health Insurance and Mortality in U.S. Adults," appears in today's online edition of the American Journal of Public Health. The Harvard-based researchers found that uninsured, working-age Americans have a 40 percent higher risk of death than their privately insured counterparts, up from a 25 percent excess



death rate found in 1993. Every one of those deaths could have been prevented with Patient Financing.

9. President Obama said it best in his Address to Joint Session of Congress, “The concern is that if we do not re-start lending in this country, our recovery will be choked off before it even begins. You see, the flow of credit is the lifeblood of our economy. The ability to get a loan is how you finance the purchase of everything from a home to a car to a college education; how stores stock their shelves, farms buy equipment, and businesses make payroll. But credit has stopped flowing the way it should. *When there is no lending, families can’t afford to buy homes or cars. So businesses are forced to make layoffs. Our economy suffers even more, and credit dries up even further. That is why this administration is moving swiftly and aggressively to break this destructive cycle, restore confidence, and re-start lending.*”

10. There is a need for the courts to ensure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy. The laws have been constructed to require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of this title.

11. This elaborate mechanism has been developed for investigating and evaluating the credit worthiness, credit standing, credit capacity, character, and general reputation of consumers. In general. The term “consumer report” means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or

mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose.

12. This lawsuit challenges the way Equifax reports both negative and positive information, their illegal active surveillance of individual consumers and the procedures it fails to follow to ensure the maximum possible accuracy of that information.
13. Defendant has illegally accessed Plaintiff's credit report from the other two credit bureaus so that the Defendants could supply them with false information. In addition, the Defendants have misused their considerable power to illegally sends false information to Plaintiff's clients, doctors, creditors, and potential creditors in an attempt to destroy the Plaintiff's access to capital, income, opportunity, credit cards and patient financing.
14. Plaintiff is a victim of this TERRORISTIC process and has been traumatized and physically maimed by the comprehensive nature of their attack. Plaintiff lives in a state of constant fear. Any corporation that will go to these great lengths to destroy my personal finances may not stop there. I feel like a whistleblower turning states evidence against the mob.
15. In addition, Americans are trying to bounce back from the most devastating pandemic in recent history, identity theft is on the rise and the wealth gap is devastating the middle class. Even Pope Francis is calling on the architects of the global financial system to reduce rising income inequality. The fact that the Defendants are in the business of falsifying credit reports at this point in history is unconscionable. Access to capital is what controls the "Velocity of Money". Without fair and accurate credit reporting the banking system is dead. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting

methods undermine the public confidence which is essential to the continued functioning of the banking system. This case is positioned to reverse a very dangerous trend.

16. There is a need for the courts to ensure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy. The laws have been constructed to require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of this title.
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18. At the highest levels everyone knows that the credit bureaus are corrupt. That is why the President wants to shut them down. According to CNBC, "Joe Biden's policy roadmap aims to create a new, federally-backed credit bureau to close the racial wealth gap, Tue, Jan 12 2021, Americans may see the formation of a new federally-backed credit bureau under Joe Biden, thanks to the efforts of a task force appointed by Biden and Vermont Senator Bernie



Sanders. This week, the task force of Democrats presented Biden with a 110-page document of policy recommendations. NBC News first reported on the policy wish list on Wednesday. Although the document contains a wide range of initiatives from health care to immigration, the policy recommendations also focused on ways the U.S. can work to close the racial wealth gap, including creating a more level playing field when it comes to credit reporting. “We’ve seen with horrifying clarity the cost of systemic racism,” Biden said. “We need a dedicated agenda to close the wealth gap.” To help narrow the gap, the policy roadmap proposes creating a public credit reporting agency housed within the Consumer Financial Protection Bureau. This federally backed credit bureau would “provide consumers with a government option that seeks to minimize racial disparities,” according to the document. The federally backed credit bureau would be required to ensure that credit scoring was not discriminatory and that algorithms used for credit scoring would include non-traditional sources of credit data such as rental history and utility bills. Once established, all federal lenders would be required to use and accept the federal credit agency’s scoring, including for programs such as federal home lending, PLUS loans and other loans that are guaranteed by the U.S. government. “There is a persistent, pernicious racial wealth gap that holds millions of Americans back, with the typical White household holds 10 times more wealth than the typical Black family,” the document says.

### **STATEMENT OF FACTS**

#### ***1. Defendants’ refusal to block ID theft related accounts.***

19. On or about March 31, 2014, the Plaintiff was the victim of identity theft. (see Exhibit A, ID theft Affidavit).

20. As soon as the Plaintiff learned of this crime, he reported it to the Police and sent the required paperwork to all three credit bureaus to remove these fraudulent accounts.

21. The Plaintiff sent the credit bureaus including the Defendant a properly executed police report, a properly completed ID theft Affidavit and a copy of his Driver's License, Social Security Card and a utility bill to be used as proof of residency (herein "ID theft package"). This fact can easily be verified once I subpoena the Electronic Record from the Defendant. "The Electronic Record" means the totality of information that is stored in an electronic or other medium and is retrievable in paper form through an automated process used in conventional commercial practice that relates to a single consumer. The electronic record provides a timeline of events and activities associated with a consumer's file. For CRA's the electronic records keep all consumer communications with the credit bureaus and their responses, creditor contacts and their responses including but not limited to correspondence, phone calls, electronic transmissions, internal memos, action plans, emails, faxes, etc. The only issue is whether or not the Defendant will destroy this record now that they understand that the courts know of its existence.

22. *Page 3* of the identity theft Affidavit clearly shows that the ID theft package that I sent to the credit bureaus included: Driver's License and Proof of Residence. (see Exhibit A, page 3: ID theft Affidavit)

23. Plaintiff is a credit expert and as such packages ID theft Affidavits and packages as a course of business. Plaintiff has packaged hundreds of these packages over the past 20 years and is meticulous about their preparation. Plaintiff spent even more time than usual insuring that his own personal package was flawless. He has never had a package returned or a single request for additional documents in 20 years of doing this until he sent in his own personal package to the Defendant Equifax.

24. Plaintiff has received awards and accolades for his work in the field of credit restoration, from two Presidents, Congress, the Governor of New York, Congressmen, the Mayor, the Department of Justice, the Dormitory Authority and many more. Plaintiff has even been featured on the cover of magazines, Fox News, CBS News, One America News Network and many more. His business has an A+ BBB rating.
25. Plaintiff can confirm that his package was perfect because he sent identical packages to both TransUnion and Experian who immediately removed those fraudulent accounts on or before April 31, 2014.
26. All three credit bureaus have identical requirements for ID theft packages, if items were truly missing then Trans Union and Experian would have requested the same items be corrected, in addition, if the package were not meticulously prepared the other bureaus would not have remove the items so quickly.
27. Both Trans Union and Experian notified the Defendant as a function of law through their shared system, that they had launched an investigation into my allegations of identity theft, and both notified the Defendant that their investigations resulted in the removal of the offending accounts after they verified the accuracy of my allegations. All three credit bureaus are required by law to maintain a system to update each other as to changes in consumer files in order to maintain consistency as best as possible.
28. Defendant Equifax refused to remove the fraudulent reporting, despite receiving notifications from the other two bureaus that they had removed the offending accounts based on their investigations, so that the Defendant could continue to provide false information about the Plaintiff as part of their overall campaign to harass and inflict emotional distress. (see Exhibit G: Fraud Accounts)



29. Once the information is blocked in four days the FCRA give the CRA the option to reinsert those items at a later time if the allegations prove to be false. Defendant failed or refused to remove these items after four days.
30. Plaintiff's package was so comprehensive that the other two bureaus remove the items in or about four days as required by law. Plaintiff provided the Defendants with everything required by law and more.
31. Every CRA maintains an electronic record. "The Electronic Record" means the totality of information that is stored in an electronic or other medium and is retrievable in paper form through an automated process used in conventional commercial practice that relates to a single consumer. The electronic record provides a timeline of events and activities associated with a consumer's file. For CRA's the electronic records keep all consumer communications with the credit bureaus and their responses, creditor contacts and their responses including but not limited to correspondence, phone calls, electronic transmissions, internal memos, action plans, emails, faxes, etc.

***2. Defendants unreasonable request for additional police reports.***

32. Plaintiff tried unsuccessfully for over a year to get the Defendant to remove the offending items that the Defendant was required to remove after only four days. Finally, after several phone calls, numerous documents sent to the Defendants along with countless letters, the Defendant stated that they wanted another police report to complete the process.
33. The initial package submitted by the Plaintiff on or about March 31, 2014 contained

a comprehensive police report that was created by the detective on the case (Det. Johnson, case # 1727) that listed all accounts that were alleged to be identity theft. This was not a law enforcement report generated by an automated system with a simple allegation that an identity theft occurred to support a request for [a credit information] block. Because this was part of an ongoing embezzlement investigation by Det. Johnson of the person who I suspected committed the id theft.

34. Plaintiff informed the Defendant that there was a suspect who was later arrested by the NYPD in this ID theft case. Despite the report from Det. Johnson of the NYPD the Defendant failed or refused to remove the ID theft accounts.
35. The only reason Plaintiff did not submit that police report as an exhibit was because that document was misplaced while I was in the hospital.
36. The first time the Defendant requested an additional police report, Plaintiff spoke to Det. Johnson and he refused to create another police report because he stated that *it was a ridiculous request and the one that he provided the first time should be sufficient*. Furthermore, he stated that *he included his phone number and if the Equifax had a problem with his report that they could call him directly*.
37. Despite the fact that the Plaintiff submitted legally mandated police report the first time the Defendant still requested a new report. So, after debating with the Defendant for a year and sending multiple requests to remove the offending accounts, the Plaintiff capitulated and was forced to go to the police station in his neighborhood to refile a new ID theft report.
38. Even though the Plaintiff was on bed rest and was not supposed to be walking, on



Thursday, March 25, 2021, Plaintiff went to the police station to file a new police report to placate the Defendant and submitted the report along with a new ID theft package including a driver's license and utility bill to the Defendant (see Exhibit B: 2nd ID theft Affidavit).

39. This ID theft affidavit was further signed by the Plaintiff in the presence of law enforcement (see page 5 and 6 of 2nd ID theft report). The Defendant stated that if I took this extra step then the erroneous information would be deleted in four days instead of the usual thirty days. This extra effort turns your ID theft affidavit into a "Detailed Law Enforcement Report". The detailed law enforcement report required Plaintiff to take the form to the police officer along with his supporting documentation and ask the officer to witness his signature and complete the rest of the information in the section. Most people never take this extra step.
40. On or about Thursday, March 25, 2021, the Defendant stated that they could not use this report because it contained nonessential handwriting on it, they were referring to "*214 Hillside Ave, 516-573-6300*" written on the bottom of the document (see Exhibit C: Multiple Police Reports Requested by the Defendant).
41. On or about Thursday, March 25, 2021, Plaintiff went back to the same Precinct to have them reprint the same document without the offending writing (see Exhibit C: Multiple Police Reports Requested by the Defendant).
42. Plaintiff resent the new police report to the Defendant. However, the Defendant rejected this report because they stated that it was a generic report that did not contain the specific identity theft items. (see Exhibit C: Multiple Police Reports

Requested by the Defendant).

43. On or about Thursday, March 25, 2021, Plaintiff returned to the same precinct for a third time and had the police captain include the identity theft items on the police report. Furthermore, the Police Captain included his phone number because he stated that he would not provide any more police reports and that Equifax should call him if there was a problem. He further stated that he has never seen this type of bureau. At this point the Defendant had every single item that the Defendant had requested. (see Exhibit C: Multiple Police Reports Requested by the Defendant)
44. Plaintiff mailed a certified copy of this perfect police report to the Defendant.
45. To this date the Defendant has failed or refused to state specifically what information was missing from the original id theft package.
46. On or about On or about March 31, 2016, Equifax acknowledged that it had received Plaintiff's complete ID theft Package and informed him that it was not going to remove the fraudulent reporting. Plaintiff spoke to the supervisor in charge of the fraud department and he stated that, "*the law was merely a guideline and the bureaus have the discretion to follow or not.*"
3. ***Defendant's refusal to mail notices and respond to the Plaintiff's many dispute request as required by law.***
47. On or about November 7, 2015, the Plaintiff disputed the accuracy of the seven accounts that were originally identified //as related to identity theft, using the normal dispute process. Plaintiff mailed the Defendant a dispute letter which identified the accounts in question, a driver's license, a social security card and proof of residence in the form of a

utility bill.

48. Defendant failed or refused to comply with the law and never sent the Plaintiff a 5-day notice acknowledging the dispute.
49. Defendant failed or refused to comply with the law and sent a document that requested more identity verification (see Exhibit E).
50. On or about December 1, 2015, the Plaintiff sent the Defendant a copy of his birth certificate, his lease agreement, and a paystub in addition to resending his driver's license, social security card, bank statement and two utility bills as a comprehensive proof of identity. Not to mention that the Plaintiff had been corresponding with the Defendant for over a year and they currently had hundreds of documents in their possession to verify the Plaintiff's identity. How ludicrous is it for them to request more id from me after I sent them an identity theft package twice?
51. On or about March 1, 2016, the Plaintiff sent the Defendant another dispute letter which included the seven fraudulently reported items on a dispute letter and included a copy of his birth certificate, his lease agreement, bank statement and a paystub in addition to sending his driver's license, social security card and two utility bills.
52. Once again Defendant failed or refused to comply with the law and never sent the Plaintiff a 5-day notice acknowledging the dispute.
53. On March 21, 2016, the Defendant sent the Plaintiff a request for more identification. (see Exhibit E)
54. On or about October 1, 2017 the Plaintiff sent the Defendant another dispute letter which

included the seven fraudulently reported items on a dispute letter and included a copy of his birth certificate, his lease agreement, bank statement and a paystub in addition to sending his driver's license, social security card and two utility bills.

55. Defendant failed or refused to comply with the law and never sent the Plaintiff a 5-day notice acknowledging the dispute.
56. On September 2, 2017, Defendant sent the Plaintiff a request for more identification in violation of law. Defendant continued to provide false information about the Plaintiff. (see Exhibit E).
57. Plaintiff have always had an 800-credit score. His entire business model was based on me having an 800 plus credit score.
58. Since Oct 1, 2017, the Plaintiff has sent the Defendant more than thirty (30) dispute request. All have been ignored. In each case Defendant failed or refused to comply with the law and never sent the Plaintiff a 5-day notice acknowledging the dispute. The electronic record provides a timeline of events and activities associated with a consumer's file. For CRA's the electronic records keep all consumer communications with the credit bureaus and their responses, creditor contacts and their responses including but not limited to correspondence, phone calls, electronic transmissions, internal memos, action plans, emails, faxes, etc.
59. On or about September 5, 2017, Plaintiff sent the Defendant sent a "MOV" letter to the Defendant. This letter is a standard in the credit restoration business and stands for "Method of Verification". This letter specifically request that the Defendant provide the Plaintiff with a description of their reinvestigation procedure. Plaintiff requested that the



Defendant explain how they investigated the items related to his earlier dispute and the items related to identity theft.

60. Defendant failed or refused to honor this legitimate request by the Plaintiff, and they continued to provide false information about the Plaintiff and continue their campaign to inflict emotional distress.
61. Defendant repeated this request over ten (10) times. Each time his request was ignored. The Defendant had already have more than enough identification from Plaintiff.
62. On or about Jan 3, 2020 the Plaintiff requested that the Defendant place a hundred-word statement on his report. (see Exhibit P: request for 100-word statement)
63. On or about Jan 3, 2020 the Plaintiff sent the Defendant a request letter and included a copy of his birth certificate, his lease agreement bank statement and a paystub in addition to sending his driver's license, social security card and two utility bills.
64. Plaintiff made two additional requests to add a 100-word statement. Each time he was ignored by the Defendant.
65. On or about March 2, 2018 the Plaintiff requested that the Defendant provide him with a copy of all information that is contained in his file.
66. On or about March 2, 2018 the Plaintiff sent the Defendant an information request letter and included a copy of his birth certificate, his lease agreement, bank statements and a paystub in addition to sending his driver's license, social security card and two utility bills.
67. Defendant ignored this lawful request by the Plaintiff.
68. Plaintiff made two additional requests for all information included in his file. Each time

he was ignored by the Defendant.

**4. Defendant's unauthorized request for a copy of the Plaintiff's credit report from Experian and TransUnion.**

69. On or about December 31, 2014, the Defendant began requesting copies of the Plaintiff's credit report from the other Bureaus every month for improper purposes (invasion of privacy). (see Exhibit D, unauthorized request for credit report).
70. The other credit bureaus submitted credit reports to the Defendant because they were led by the Defendant to wrongfully believed that the Defendant was going to use those reports for permissible purposes and that the Defendant had in their possession an authorization from the Plaintiff. Most people wrongfully believe that the credit bureaus can request a copy of your credit report from the other bureaus at any time. That is incorrect. The credit bureaus have a shared system to update the other bureaus on their actions but still must make an officially sanctioned request to get a complete copy of a consumer's credit file from another bureau. This was put in place to safeguard consumers from the type of malfeasance that plaintiff is complaining about in this action. Once the Defendant requested my credit report they were no longer a "CRA", at that point they are legally a "USER". As such, they must follow the guidelines specified by law.
71. Defendant had no permissible purpose for requesting Plaintiff's credit report and lacked his authorization.
72. The Defendant used the illegally and maliciously obtained credit reports, which were received under false pretenses with the intent to injure, to routinely place fraud alerts on

the Plaintiff's credit report from Experian and Trans Union to block his access to loans, credit cards and patient financing. Even though the Defendant is a credit bureau the law states that the Defendant must have my permission to request a copy of my credit report from another credit bureau.

73. Defendant never got Plaintiff's permission to access his credit reports from the other credit bureaus. Defendants do not possess a single document that authorizes them to request his credit reports from the other credit bureaus.

***5. Defendant placed fake fraud alerts on Plaintiff's credit.***

74. Defendant placed fake fraud alerts on the Plaintiff's Transunion and Experian credit reports. Because they were placing fake fraud alerts on my credit reports at the other two bureaus without his permission they were legally classified at that point as "Furnishers" not CRAs. If the information that they were giving to the other bureaus were based on fact or on a written authorization by the consumer then they would be operating in their capacity as a CRA.
75. Plaintiff still had good credit on the other two bureaus. Defendant placed these fake fraud alerts, which stopped the Plaintiff from getting financing using his credit at the other two bureaus to obtain loans, credit cards and patient financing.
76. The Defendant's actions made getting loans, credit cards and patient financing impossible because they included a fake phone number on the fraud alert.
77. Once a Fraud Alert has been placed on a person's credit report any potential lenders must verify the person's identity by calling the number listed with the Fraud Alert to

verify that he or she is involved in the transaction.

78. Whenever potential creditors called the number listed on my Fraud alert it rang to some female who confirmed that she is not Plaintiff and has no knowledge of Plaintiff. (see Exhibit F, removal of fake fraud alert)
79. I called the number in question and the young lady told me that all of my creditors had been calling her and that she requested that the Defendants remove her number from my credit report, but they refused. (see Exhibit G: credit report showing fake number)
80. Once Plaintiff realized that the Defendant had placed the fake alert on his credit, he simply contacted the other credit bureaus and requested they remove the fraud alert. Each time the other bureaus removed the fake fraud alerts. (see Exhibit F, removal of fake fraud alert)
81. Once the Defendant saw that the fake fraud alert was removed, they would simply request that the other credit bureaus reinsert the fake fraud alert.
82. From January 29, 2015 to May 1, 2019, the Plaintiff had to remove over thirty-five (35) fake fraud alerts placed illegally by the Defendant.
83. Defendant placed a fake fraud alert on my Equifax credit report. (see Exhibit G: fake fraud alerts)
84. Plaintiff called and wrote to the Defendant to request the removal of this fake fraud alert. The law states that a credit bureau must have authorization from a consumer to place a fraud alert. Defendant never had my permission to place these fake fraud



alerts. There are no provisions of law that allow the Defendant to refuse to remove a fraud alert.

85. Defendant refused to remove the fake fraud alert for over 5 years. This fact can easily be verified by reviewing my credit reports for the last five years "The Electronic Record" means the totality of information that is stored in an electronic or other medium and is retrievable in paper form through an automated process used in conventional commercial practice that relates to a single consumer. The electronic record provides a timeline of events and activities associated with a consumer's file. For CRA's the electronic records keep all consumer communications with the credit bureaus and their responses, creditor contacts and their responses including but not limited to correspondence, phone calls, electronic transmissions, internal memos, action plans, emails, faxes, etc.

***6. Defendant blocked all of Plaintiff's positive credit.***

86. On or about January 1, 2017 the Defendant began blocking all of the Plaintiff's positive credit as fraud. (see Exhibit H). In addition, the Defendant removed my historically positive credit so that I had almost no accounts at age 58. The law requires the Defendant to have an identity theft package in order to block any credit accounts on a consumers file.
87. Defendant refused to report any of the Plaintiff's open active credit. (see Exhibit I, V, W)

88. Plaintiff had credit card accounts with Merrick Bank, two credit card accounts with First National Bank, and a car loan with US Bank which the defendant refuse to report, supposedly because they were opened with fraud.

89. Defendant was not in possession of an ID theft package authorized by me which included those accounts. Therefore, it was illegal for them to block the reporting of Plaintiff's open active credit.

***7. Defendants maliciously and illegally contacted all of Plaintiff's creditors and requested that they close my accounts.***

90. Defendant contacted all of my open active creditors and ask them to close my accounts. Defendant illegally contacted Merrick bank, US Bank, Synchrony Bank, PayPal, First National Bank and Care Credit, and told them that I furnished the Defendant with an ID theft package that included the above listed creditors names and that I had reported these accounts as fraud. This was a complete fabrication. I never requested these accounts to be blocked. (see Exhibit J, K, L, M)

91. In order to notify the furnisher of information that an account was opened with fraud the Defendant must possess and Identity Theft package that specifies that that account was opened by fraud.

92. It is illegal to contact my creditors (invasion of privacy) and allege that the account was open with fraud unless the Defendant received a written request from the consumer through and ID theft Affidavit package.

93. Plaintiff was placed under considerable stress having to fight every creditor just to

keep open accounts that he had paid perfectly. Each creditor questioned his credibility because it was hard for them to believe that a national credit bureau would take the time to falsely allege that they were in possession of an ID theft package authorized by the consumer which identified their account.

94. The stress associated with this process was unbearable and made his recovery almost impossible.
95. Plaintiff had to force each creditor to conduct a thorough investigation to prove that the Defendants had targeted him with false information. In addition, Plaintiff contacted several government agencies and launched many investigations until the truth of the Defendants crimes against the Plaintiff were discovered. (see Exhibit N: forcing government involvement)
96. The Defendant is not in possession of and has never had an ID theft package authorized by me that list these accounts (Merrick Bank, US Bank, Synchrony Bank, PayPal, First National Bank and Care Credit).
97. Because of Defendants actions the Plaintiff was accused by his creditors of being a criminal.
98. Defendant testified that the reason that they contacted these creditors and alleged that the accounts were opened fraudulently was because they were in possession of my ID theft affidavit dated March 31, 2014. If this statement is true, then that directly contradicts Defendants statement that my ID theft affidavit was rejected or incomplete when Plaintiff tried to get them to block his negative items. In fact, these accounts were not open until on or about May 1, 2017, and plaintiff did not authorize defendant

to contact his positive credit.

99. Defendant tried to close every open credit account that the Plaintiff relied upon to meet his needs. Plaintiff was hospitalized with no income during this time when the Defendants were attacking him.
100. Defendant contacted Merrick Bank and told them that the account that Plaintiff opened with them was reported by Plaintiff himself as fraud, which is a blatant lie. Merrick Bank conducted an investigation and reopened Plaintiff account after determining that the Defendant lied and submitted false documentation. (see Exhibit M: harassing my creditors until they close my accounts)
101. Once the Defendant saw that the account was reopened, they contacted Merrick Bank again and told them Plaintiff reported the account again as fraud. (see Exhibit M: harassing my creditors until they close my accounts)
102. Merrick Bank conducted another investigation and found that the Defendant lied and submitted false documentation. Once they found that this was not true, they reopened the account again. (see Exhibit M: harassing my creditors until they close my accounts)
103. Defendant repeated this cycle over 10 times. Finally, Merrick Bank closed the account permanently despite the fact that Plaintiff was never late on a single payment and that I gave them a \$3000 security deposit to open that account. (see Exhibit M: harassing my creditors until they close my accounts).
104. Plaintiff was forced to sue Merrick Bank in federal court, and bear that financial burden, to get a refund and force them to report his credit accurately after receiving



false information from the Defendant. (see case # 1:2019cv03243 Plaintiff: Dr. Michael C. Grayson vs. Defendant: First National Bank, Merrick Bank, Experian, Trans Union and CardWorks, Inc.)

105. Merrick Bank conducted a thorough investigation after being sued by the plaintiff in court. As a result, they found that Defendant supplied them with false information and restored the Plaintiff's account.
106. Defendant tried to close my account twelve times, which clearly its not a mistake. The president of Merrick bank questioned why Plaintiff filed an ID theft report on an account that he personally spent \$3000 to open. The president of Merrick bank asked plaintiff why he filed twelve (12) ID theft affidavits for the same card.
107. Plaintiff was hospitalized with no income during this time when the Defendant stopped him from financing for his medical needs.
108. Defendant contacted US bank and told them that Plaintiff reported that his car loan was opened with fraud and that he issued the Defendant an ID theft package that specified their account was opened by someone other than Plaintiff. (see Exhibit J: tried to close all open active accounts)
109. Us Bank asked Plaintiff to return his car, or they would repossess his vehicle despite the fact that he was never late on a single payment.
110. Plaintiff had to fight to keep his vehicle for several months. He had to call the President of US Bank personally to inform him of this reprehensible situation to force him to do an investigation.
111. According to the testimony of the Lori Sill of US Bank, "After researching your

account, our records show your auto loan, contract enclosed, commenced May 30, 2017. You made an identity fraud claim with Equifax directly on June 8, 2017” (see Exhibit J: tried to close all open active accounts)

112. Plaintiff purchased his new vehicle after considerable effort on May 30, 2017. Because of the false reporting of the Defendant, it was extremely difficult for the Plaintiff to qualify for a loan, and he was required to place a large down payment and provide several pieces of identification to obtain loan approval.
113. On June 7, 2017, the Plaintiff’s new auto loan showed up on all three credit bureaus. The next day on June 8th, 2017 the Defendant contacted US Bank and claimed that they were in possession of an ID theft affidavit package which Plaintiff submitted to them which included US Bank listed as an allege fraudulent purchase. In fact, Defendant never had said documentation. (see Exhibit J: tried to close all open active accounts)
114. Lori Sill of US Bank said that their fraud team found it very suspicious that the day after the account reported on Plaintiff’s credit report that Equifax contacted them. They remarked that is would have been impossible for plaintiff to go to the police station to file a police report, then submit the police report and ID theft affidavit package to the credit bureau, have it reviewed by Equifax and then have them decision it and then reach out to contact them all within 24 hours when it could normally take up to thirty days.
115. Plaintiff relied on this vehicle to go back and forth to his many doctor visits, pick up prescriptions and return to the hospital for treatments.

116. After a thorough investigation US Bank found that the Defendant had supplied them with false information and reinstated my car loan and tried to report it to all three credit bureaus.

**8. Defendants illegally and maliciously sent block notifications to the other bureaus.**

117. Defendant contacted Experian and TransUnion to ask them to block the reporting of my US Bank accounts. Defendant lied to the other credit bureaus and purported to have an ID theft package which included this US Bank account which was authorized by Plaintiff. Consequently, the other bureaus blocked his accounts. Because Defendant was placing a fake block on Plaintiff credit reports at the other two bureaus without his permission they were legally classified at that point as "Furnishers". If the information that they were giving to the other bureaus were based on fact or on a written authorization by the consumer then they would be operating in their capacity as a CRA.

118. Plaintiff had to sue both Experian and TransUnion in federal court just to force them to remove this illegal block. (see case # 1:2019cv03243 Plaintiff: Dr. Michael C. Grayson vs. Defendant: First National Bank, Merrick Bank, Experian, Trans Union and CardWorks, Inc. ) (all see Exhibit W; credit reports)

119. Experian and TransUnion conducted a thorough investigation after being sued by the plaintiff in court. As a result, they found that Defendant supplied them with false information and restored the Plaintiff's account.

**9. Defendants continued their attack on my creditors.**

120. Defendant contacted First National Bank and gave them false information and reported fraud on Plaintiff's account without an ID theft package listing this creditor. (see Exhibit J: tried to close all open active accounts).
121. First National tried to close Plaintiff's account and refuse to report this account. As a result, the Plaintiff was forced to sue First National Bank in federal court to force them to report Plaintiff's credit accurately. (see case # 1:2019cv03243 Plaintiff: Dr. Michael C. Grayson vs. Defendant: First National Bank, Merrick Bank, Experian, Trans Union and CardWorks, Inc. ) (all see Exhibit W; credit reports).
122. First national bank conducted a thorough investigation after being sued by the plaintiff in court. As a result, they found that Defendant supplied them with false information and restored the Plaintiff's account.
123. Defendant deliberately tried to close these two credit cards even though they knew that the Plaintiff relied upon them to meet his needs. Plaintiff was hospitalized with no income during this time when the Defendants were providing false information and reported fraud on Plaintiff's account without an ID theft package listing this creditor.
124. On Aug 1, 2019, the Plaintiff was approved for a Synchrony Bank/PayPal credit card.
125. On Aug 22, 2019, that account showed on my credit report.
126. On Aug 22, 2019, Defendant contacted Synchrony Bank and told them that Plaintiff's account with them was opened with fraud without an authorized ID theft affidavit. (see Exhibit J: tried to close all open active accounts)



127. On Aug 22, 2019, Synchrony bank closed Plaintiff's credit card account and because they are an affiliate of PayPal they contacted them and PayPal canceled Plaintiff's company finance account for all of Plaintiff's clients. Synchrony bank canceled my PayPal merchant account and Plaintiff's \$30,000 PayPal loan. Despite the fact that Plaintiff had those accounts for over fifteen years. (see Exhibit K and L: PayPal accounts)
128. Without PayPal Plaintiff had to cancel an infomercial that Plaintiff had planned for over 6 months and had spent nearly \$250,000 on. Plaintiff's business was devastated and has not recovered to this day.
129. Defendant contacted Care Credit and told them that Plaintiff's \$20,000 line of credit was open with fraud. Despite the fact that they did not possess an ID theft affidavit authorized by the Plaintiff that included the creditors name. (see Exhibit J: tried to close all open active accounts)
130. After Care Credit received this false information from the Defendant, they canceled Plaintiff's patient financing.
131. Losing his patient financing, Plaintiff could not pay my doctors. Plaintiff had to wait until the nail he stepped on turn my foot gangrene before he could go to the emergency room , Which resulted in him losing half of his foot. (see Exhibit U: picture of my foot, Exhibit X: recent surgical procedure)
132. Upon information and belief, the Defendant contacted every new creditor that the Plaintiff used to survive his devastating injury and falsely informed them that they had received an ID theft affidavit from the plaintiff stating that the new credit accounts

were obtained through fraud. (see Exhibit Q, denied credit because of fraudulent reporting).

133. On or about May 19, 2016, Care Credit, Citibank, Universal Premium Fleetcard, Teachers Federal Credit Union, Community Bank, Synchrony Bank, Lending Club Patient Solution, and many others denied the plaintiff's request for credit accounts despite the accounts being pre-approved, due to the fraudulent reporting by Equifax (see exhibit q).
134. Plaintiff was attempting to restart his business and to put his life back together after being destroyed by the Defendant. However, this could not happen because the Defendant was blocking his new credit.
135. The Plaintiff's credit score dropped from 800 to 459, following the Defendant's fraudulent reporting.
136. On or before October 1, 2020, Defendant finally ceased their false reporting and after six years the Plaintiff's credit score has finally reached 800 again. (see Exhibit Z: current credit report)
137. Defendant deliberately sent false information to his prospective creditors again.
138. On or about August 25, 2015, the Plaintiff was approved for patient financing at Lending Club Patient Solutions and Care Credit for hospital treatment.(see Exhibit R: proof blocking medical treatment)
139. After the accounts were approved, they appeared on the Plaintiff's credit report. As soon as they appear on the Plaintiff's credit report once again the Defendant

immediately went to closing these accounts. Defendants provide false information to these companies and purported to have an ID theft package authorized by Plaintiff. Defendants asked them to close these accounts because Plaintiff had reported them as fraud.

140. On or about September 25, 2017, the medical financing was cancelled because the lenders were notified of alleged fraud. Defendant falsely reported to Plaintiff's creditors that Plaintiff they had been supplied with an ID theft affidavit that alleged the accounts were opened without his permission. (see Exhibit R: proof blocking medical treatment)
141. Defendant is not currently and has never been in possession of an ID theft package authorized by me that includes these patient financing creditors.

***10. Defendants maliciously harassed Plaintiff's creditors until they close his account.***

142. On February 2, 2017, Defendant sent Merrick Bank a notification that stated that they were in possession of an ID theft affidavit package authorized by Plaintiff which specified that his Merrick Bank account was opened by fraud. (see Exhibit M: Creditor Harassment)
143. Merrick Bank immediately closed Plaintiff's account.
144. Merrick Bank conducted an investigation after several letters and phone calls by Plaintiff and concluded that the information sent by the Defendant was fraudulent and they reinstated his account.

145. On February 4, 2017, Defendant sent Merrick Bank another notification that stated that they were in possession of an ID theft affidavit package authorized by Plaintiff which specified that my Merrick Bank account was not opened by him. (see Exhibit M: Creditor Harassment)
146. Merrick Bank immediately closed Plaintiff's account.
147. Merrick Bank conducted another investigation after several letters and phone calls by Plaintiff and concluded that the information sent by the Defendant was fraudulent and they reinstated his account.
148. This pattern repeated 20 times until Merrick Bank got tired of the harassment and closed my account permanently. This is the definition of extreme and outrageous behavior that is meant to cause emotional distress. (see Exhibit M: Creditor Harassment)
149. Beginning in or about January 1, 2016, the Defendant blocked the reporting of all of the Plaintiff's active credit accounts. (see Exhibit I: blocking positive accounts)

***11. Defendants illegally block the accounts of creditors who refused to close my accounts.***

150. The Plaintiff had the following open active accounts in good standing: First National Bank Credit Card - \$4000 limit; Astoria Bank Credit Card - \$5000 limit; Merrick Bank Credit Card - \$3000 limit; and US Bank Mercedes Benz auto loan for \$70,000.
151. On or about January 17, 2017, however, these accounts were deleted from the Plaintiff's credit report.



152. On or about February 1, 2017,, the Plaintiff called each creditor to ask them to report the positive credit and each stated that they tried to report Plaintiff's credit history every month, however the Defendant was blocking said reporting.
153. On or about February 1, 2017, the Plaintiff requested that his current creditors report his open active credit to all three credit bureaus including the Defendant.
154. In response to this request, Defendant not only blocked the reporting of these accounts the Defendant reported them as fraudulent to the other credit bureaus.(see Exhibit I: blocking positive accounts)
155. Upon information and belief, if the positive credit were reported, the Plaintiff's credit score would be over 800. (see Exhibit S, current credit score)
156. On account of the Defendant's actions and/or omissions, however, the Plaintiff's score is only 599. (see Exhibit S, current credit score)

***12. Plaintiff contacted the Defendants over 100 times to correct this error.***

157. Defendants were well aware of their malicious actions and that they were life threatening for the Plaintiff. Defendant knew that their actions were injuring the Plaintiff financially because he outlined his concerns in painstaking detail on several occasions. Plaintiff contacted the Defendants over one hundred times, (see Exhibit O)on the following dates:

Plaintiff contacted Equifax on 2/21/18

Plaintiff contacted Equifax on 12/20/17

Plaintiff contacted Equifax on 8/24/17

Plaintiff contacted Equifax on 9/23/17

Plaintiff contacted Equifax on 8/24/17

Plaintiff contacted Equifax on 10/27/15

Plaintiff contacted Equifax on 10/21/16

Plaintiff contacted Equifax on 11/20/15

Plaintiff contacted Equifax on 10/27/16

Plaintiff contacted Equifax on 9/21/17

Plaintiff contacted Equifax on 2/24/18

Plaintiff contacted Equifax on 10/27/15

Plaintiff contacted Equifax on 11/20/15

Plaintiff contacted Equifax on 12/20/17

Plaintiff contacted Equifax on 5/5/18

Plaintiff contacted Equifax on 8/24/17

Plaintiff contacted Equifax on 9/23/17

Plaintiff contacted Equifax on 10/27/16

Plaintiff contacted Equifax on 9/21/17

Plaintiff contacted Equifax on 2/24/18

Plaintiff contacted Equifax on 10/27/15

Plaintiff contacted Equifax on 11/20/15

Plaintiff contacted Equifax on 12/20/17

Plaintiff contacted Equifax on 5/5/18

Plaintiff contacted Equifax on 2/21/18

Plaintiff contacted Equifax on 12/24/15

Plaintiff contacted Equifax on 10/27/16

Plaintiff contacted Equifax on 10/27/15

Plaintiff contacted Equifax on 11/20/15

Plaintiff contacted Equifax on 10/27/15  
Plaintiff contacted Equifax on 11/20/15  
Plaintiff contacted Equifax on 8/24/17  
Plaintiff contacted Equifax on 8/24/17  
Plaintiff contacted Equifax on 9/23/17  
Plaintiff contacted Equifax on 10/27/16  
Plaintiff contacted Equifax on 9/21/17  
Plaintiff contacted Equifax on 11/20/15  
Plaintiff contacted Equifax on 8/24/17  
Plaintiff contacted Equifax on 10/27/16  
Plaintiff contacted Equifax on 9/21/17  
Plaintiff contacted Equifax on 2/24/18  
Plaintiff contacted Equifax on 10/27/15  
Plaintiff contacted Equifax on 11/20/15  
Plaintiff contacted Equifax on 12/20/17  
Plaintiff contacted Equifax on 5/5/18  
Plaintiff contacted Equifax on 2/21/18  
Plaintiff contacted Equifax on 2/21/18  
Plaintiff contacted Equifax on 12/24/15  
Plaintiff contacted Equifax on 11/29/15  
Plaintiff contacted Equifax on 9/2/17  
Plaintiff contacted Equifax on 10/27/15  
Plaintiff contacted Equifax on 11/20/15  
Plaintiff contacted Equifax on 10/27/15  
Plaintiff contacted Equifax on 11/20/15  
Plaintiff contacted Equifax on 8/24/17, (see Exhibit O- proof of contact)

***13. Defendants blocked Plaintiff's access to medical treatment.***

158. On or about 11-18-18 Plaintiff was informed by Dr. Phillippe H Lemoine M.D. that his doctor no longer accepted his insurance and that the Plaintiff would have to pay off his remaining balance in cash.
159. Plaintiff requested that the Defendant cease their false reporting so that the Plaintiff could pay his doctors. Defendants failed or refuse to respond.
160. On or about 3-5-18 the Plaintiff was removed from his wound vac."Vacuum-assisted closure of a wound is a type of therapy to help wounds heal. It's also known as wound VAC. During the treatment, a device decreases air pressure on the wound. This can help the wound heal more quickly. The gases in the air around us put pressure on the surface of our bodies." As a result, the Plaintiff was no longer eligible for free transportation to his many doctor appointments. Plaintiff is currently forced to drive his car despite the inherent danger it poses because he could not qualify for a new car that is handicap accessible because of the fraudulent reporting of the Defendant. (see Exhibit U, V)
161. On or about March 1, 2018 Plaintiff was advised that he needed to purchase a BEMER Machine to improve his circulation. BEMER International AG provides financing for their very expensive machines. Because of Defendants false reporting the Plaintiff could not qualify for this financing. If Plaintiff cannot improve his circulation Plaintiff runs the risk of losing both of his legs and potentially his life.
162. On or about December 1,2018, Plaintiff was cleared to wear a prosthetic. Because of



defendants false reporting the Plaintiff cannot qualify for patient financing to pay for the prosthetic. This will potentially aggravate the wound and cause the Plaintiff greater health risk including losing his entire leg. Plaintiff struggles daily to walk and climb stairs without this prosthetic. Because of Defendants fraudulently reporting the Plaintiff has suffered unusual harm that cannot be easily remedied at law.

***14. Additional Harm to Plaintiff***

163. Defendants Destroyed Plaintiff's Income and Opportunity
164. On or about Jan 1, 2014 the editors of RE Wealth Magazine announced the Plaintiff as the "World's Leading Credit Expert".
165. Plaintiff had a 6000 square foot office with over 30 employees.
166. Plaintiff had many celebrity clients and professional athletes as well as politicians and high net worth individuals. Plaintiff was invited to speak before Congress on Access to capital and wrote expert papers for two Presidents. As a direct and proximate result of Defendants actions the Plaintiff's business had been devastated.
167. Plaintiff made a large percentage of his money through speaking engagements and TV appearances. Unfortunately, no one wants to pay to see a credit expert with bad credit. Plaintiffs' revenues took an immediate nosedive.
168. On or about August 23, 2018 Plaintiff secured \$10 million for an investment into his credit repair software that is revolutionary and would benefit millions of consumers. Unfortunately, because of the Defendants false reporting the investors decided to rescind their offer.

169. On or about January 2, 2016, Paisley Demby the head of Goldman Sachs 10,000 small business offer a partnership with Goldman Sachs to provide credit programs for their 10,000 small business participants. Unfortunately, because of the Defendants false reporting the investors decided to rescind their offer.
170. From 2014 to 2020 the Plaintiff lost over 20 million dollars in income and opportunities because of Defendants false reporting.
171. On or about March 8th, 2017, Plaintiff had an opportunity to purchase a health care provider's previous headquarters for a fraction of its value. The owners were willing to sell this property to the Plaintiff for \$300,000 while its true value was close to \$1.5 million ARV. Because the Defendants had falsified the Plaintiffs credit, he had to walk away from this offer because he was unsuccessful at getting a mortgage that he would ordinarily easily qualify for.
172. Because of Defendants' actions, Plaintiff was unable to fully use and enjoy his perfect credit despite having never been late on a single payment. Defendants deprived Plaintiff of access to capital, credit cards and patient financing. In addition, the Plaintiff lost countless income and opportunities. Plaintiff was forced to pay outrageous interest rates, had to apply for secure credit cards and had to place large security deposits to rent his home and was forced to pay a ridiculous down payment to purchase his car. Plaintiff paid exorbitant interest rates for everything he financed as a direct and proximate result of Defendants actions. These expenses are compensable harm.

173. Beginning in March 2014 and continuing to the present, Defendants' actions and failure to act have caused Plaintiff to suffer humiliation, embarrassment, and emotional and physical distress, including, without limitation, shock, anger, frustration, panic, fear, and anxiety.
174. This increased anxiety has resulted in Plaintiff's loss of sleep from March 2014 to the present. Plaintiff's increased anxiety and loss of sleep are a result of the emotional and physical distress caused by Defendants, which continues to this day.
175. Plaintiff lost his foot as a result of Defendants actions which has created unprecedented challenges for the Plaintiff in everyday life.
176. On or about December 1, 2018, the Plaintiff was discharged from Mercy Hospital after over six (6) continuous months in the hospital. The Plaintiff had stepped on a nail and could not use his primary care physician because of the Defendants actions. Plaintiff was desperately trying to get patient financing in spite of the Defendants campaign to block his medical financing. The Doctors at Mercy had a rapport with the Plaintiff and capitulated to his request. After about six (6) more months in the hospital the Plaintiff was finally released. However, he had an open wound (see Exhibit U).
177. After leaving the hospital he arrived at home. Defendants had so devastated his personal finances that his heat, electricity, cable, and phone were all disconnected for nonpayment. Plaintiff still maintained perfect credit and has never been late on a payment for the accounts that reported to his credit.
178. Plaintiff was discharged under the condition that he be visited twice a day by a home

health care nurse who would clean his wound and change his bandages. Plaintiffs' phones were disconnected so the nurses were unable to confirm his appointments and never came to change his bandages. Plaintiff was bed ridden and could not care for himself. Furthermore, without electricity the wound vac would not work. The Plaintiff was required to monitor his vitals but was unable to because he had no electricity.

179. It took the Plaintiff several days to borrow enough money from family and friends to cover the cost of paying his utilities. Begging his friends and relatives for money was very humiliating for the Plaintiff. In addition to borrowing money, the Plaintiff was selling off his possession and making every possible sacrifice just to stay alive. This was very emotionally damaging for the Plaintiff because he had been hospitalized continuously for six (6) months and the Plaintiff was looking forward to being in his own bed.

180. Having to return to the hospital cause the Plaintiff to become severely depressed. Plaintiff went three (3) weeks without eating. Plaintiff lost over forty (40) in three weeks. His doctor stated that not only did this damage his health, but it added time to his recovery. Plaintiff lost over 80 lbs. involuntarily in under a year. The Doctors had prescribed a powerful antibiotic that they believed would have greatly added to the quality of life for the Plaintiff and add years to his life. Unfortunately, it was not covered by his insurance and it cost \$800 for a 10-day supply.

#### **FIRST CAUSE OF ACTION**



**(FCRA - 15 U.S.C. § 1681 n)**

181. Plaintiff-alleges Paragraphs 1 through 173 and incorporates them by reference as Paragraphs 1 through 173 of Count I of this Amended Complaint.
182. Equifax willfully failed to comply with the requirements imposed under the FCRA, 15 U.S.C. § 1681 et seq., including but not limited to:
- a) Failing to follow reasonable procedure to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b);
  - b) Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i;
  - c) Providing Plaintiff's credit file to companies without determining that these companies had a permissible purpose to obtain Plaintiff's credit file pursuant to 15 U.S.C. § 1681; and
  - d) Failing to provide Plaintiff his credit file pursuant to 15 U.S.C. § 1681g.
183. The FCRA "regulates credit reporting procedures to ensure the confidentiality, accuracy, relevancy, and proper utilization of consumers' information." Longman v. Wachovia Bank, N.A., 702 F.3d 148, 150 (2d Cir. 2012) (citing 15 U.S.C. § 1681(b)).
184. Plaintiff alleges that defendants violated 15 U.S.C. § 1681(b) when they violated the Plaintiffs rights by failing to ensure confidentiality, accuracy, relevancy, and proper utilization of the Plaintiffs information.
185. Plaintiff alleges that defendants under color of being a CRA interfered with and deprived Plaintiff of his rights, including the rights to a fair and accurate administration of his credit report and does hereby petition this court for redress of

his grievances and to be free from deprivation of life, liberty, and property without due process of law.

186. Plaintiff alleges that defendants deprived him of his rights, either acted in a concerted, malicious intentional pattern to with malicious and willful intent to injure the Plaintiff and further discriminate against him, or knowing such discrimination was taking place, knowingly omitted to act to protect him from continuing deprivations of his rights.
187. Plaintiff alleges that defendants' in acting to deprive him of his rights, acted intentionally, knowingly, willfully, and with gross disregard of his rights.
188. Plaintiff alleges that defendants acted in an outrageous and systematic pattern of willful noncompliance, malicious reporting, discrimination, oppression, bad faith and cover-up, directed at him and similarly situated individuals.
189. Plaintiff alleges that the discriminatory acts of defendants caused him to suffer mental distress, loss of income and opportunity, loss of the benefits of perfect credit, amputation of his foot, loss of access to capital, credit cards loans and patient financing and he was forced to sustain unnecessary related legal, medical and other expenses.
190. "The FCRA creates a private right of action against credit reporting agencies for the negligent or willful violation of any duty imposed under the statute." *Casella v. Equifax Credit Info. Servs.*, 56 F.3d 469, 473 (2d Cir. 1995) (citations omitted).
191. Plaintiff alleges that the Defendant is guilty of willful noncompliance.



192. Section 1681c-2 of the FCRA imposes a duty on CRAs to “‘block the reporting of any information’ in a consumer’s file that the consumer identifies as resulting from identity theft within four days of the agency receiving from the consumer: (1) proof of the identity of the consumer; (2) a copy of the identity theft report; (3) the identification of the information resulting from the alleged identity theft; and (4) a statement by the consumer affirming that the disputed information does not relate to any transaction by the consumer.” *Phipps v. Experian*, Case 2:18-cv-06977-MKB-RLM No. 20-CV-3368, 2020 WL 3268488, at \*4 (S.D.N.Y. June 15, 2020) (quoting 15 U.S.C. § 1681c-2(a)); *Collins v. Experian Credit Reporting Serv.*, 494 F. Supp. 2d 127, 132 (D. Conn. 2007) (“In order to trigger the blocking obligation under § 1681c-2, the consumer must also provide the credit reporting agency with proof of his identity and a copy of an identity theft report, among other things.” (citing 15 U.S.C. § 1681c-2(a))). The FCRA defines an “identity theft report” as, “at a minimum,”
193. Plaintiff alleges that defendants, acting individually and having been fully served with a comprehensive identity theft package failed or refused to block the reporting of information that was alleged to be the result of identity theft by the Plaintiff in clear violation of law.
194. Plaintiff alleges that he gave Defendants a complete identity theft packet along with a police report and supporting documents. Once the Defendants had these items in their possession both state and federal law required them to block the reporting of those items alleged to be the result of identity theft in four(4) business days.
195. Plaintiff alleges that the Defendants willfully and with malice and intent to injure

violated this section when they failed or refused to block the reporting of items alleged to be the result of identity theft.

196. Plaintiff alleges that the Defendants used his personal information, gained under the color of being a CRA to create a scheme to destroy the Plaintiff's credit.
197. Plaintiff alleges that he properly and legally demanded the defendant remove those items which he had designated as a result of identity theft and fraud. Defendant failed or refuse to remove those items at Plaintiffs detriment.
198. Plaintiff alleges that the Defendants improperly refused to remove those items in spite of the fact that the other credit bureaus immediately removed those fraudulent items.
199. Plaintiff alleges that the Defendant lied to the courts and committed perjury when they stated that Plaintiff "did not provide the necessary documents required for [it] to remove any information from his file and, therefore, he cannot state a cause of action for [negligent or willful failure] to comply with the reporting statutes."
200. Plaintiff alleges that Defendant committed fraud upon the courts and should be sanctioned because the Defendants removed over twenty (20) accounts from the Plaintiffs credit file and blocked the reporting of six (6) others. If the Plaintiff did not provide the necessary documents required for it to remove "any information from my file" then by what written authority did they remove all of the above-mentioned positive accounts. This is the most blatant evidence of willful noncompliance and malicious reporting of false information with malice and intent to injure ever documented. Defendants obviously have no respect for this court. I would be terrified to go on the record with two extremely contradictory false statements. Who in their

right mind lies to the court and then puts it in writing?

201. Plaintiff alleges that the Defendant violated this section when they sent the other bureaus a block on my active credit accounts without having an ID theft package on file authorized by me with those accounts in question listed.
202. Plaintiff alleges that the Defendant violated this section when they sent the other bureaus fake fraud alerts without having an ID theft package on file authorized by me or any other consumer authorization.
203. Plaintiff alleges that the Defendant violated this section when they remove all of my historically positive credit without having an ID theft package on file authorized by me with those accounts in question listed.
204. Plaintiff alleges that the Defendant violated this section when they sent false information to my potential creditors to block my access to capital, credit cards, loans, and patient financing.
205. Plaintiff alleges that the Defendant violated this section when they sent my active creditors notice that I had sent Equifax an ID theft package which listed them as a fraudulently opened account without having an ID theft package on file authorized by me with those accounts in question listed.
206. Plaintiff alleges that the Defendant violated this section when they sent my active open creditors countless request (every month or as soon as I reopened the account) to close my open accounts due to fraud until they agreed to close my account without having an ID theft package on file authorized by me with those accounts in question listed.



207. Plaintiff alleges that the Defendant violated this section when they contacted my patient financing providers and asked them to close my account without having an ID theft package on file authorized by me with those accounts in question listed.
208. Plaintiff alleges that the Defendant violated Section 1681c-2 of the FCRA. No. 20-CV-3368, 2020 WL 3268488, at \*4 (S.D.N.Y. June 15, 2020) (quoting 15 U.S.C. § 1681c-2(a)); *Collins v. Experian Credit Reporting Serv.*, 494 F. Supp. 2d 127, 132 (D. Conn. 2007)
209. Plaintiff alleges that the Defendant violated 12 C.F.R. § 1022.3(i)(3)(iii), the regulations provide that “[i]t is reasonable for a CRA to request additional information when the ‘consumer provides a law enforcement report generated by an automated system with a simple allegation that an identity theft occurred to support a request for [a credit information] block.’” *Anthony v. Experian Info. Sols.*, No. 14-CV-1230, 2017 WL 1198499, at \*5 (quoting 12 C.F.R. § 1022.3(i)(3)(iii)).
210. Plaintiff alleges that he provided the Defendant a comprehensive police report on or before March 31, 2014. This report was filled out by Det Johnson of the NYPD precinct 13. This was not a generic computer-generated report that merely stated that there was an id theft. This report was written with painstaking details including each account in question. The Defendant was aware of this fact but arbitrarily decided to make an unreasonable request to supplement this report with an additional report. This unreasonable request was designed to frustrate the dispute process and maintain the false reporting of the Defendant.
211. Plaintiff alleges that Defendant further violated this statute when the Defendant

rejected the second perfectly executed police report given to them by the Plaintiff after requesting three separate reports.

212. Plaintiff alleges that Defendants violated § 611. Procedure in case of disputed accuracy [15 U.S.C. § 1681i] Reinvestigations of Disputed Information: Reinvestigation Required. In general this provision specifies that: Subject to subsection (f), if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.
213. Plaintiff alleges that he sent the Defendant over thirty dispute request that included proper identification and proof of residence. Defendant failed or refused to respond to a single dispute in violation of this section. Defendant is required to send the Plaintiff a 15-day notice of receipt of dispute and then send the Plaintiff the results of the dispute.
214. Plaintiff alleges that in further violation of this section the Defendant made unreasonable request for additional identification when the Plaintiff tried to use the dispute process, in spite of the fact that the Plaintiff sent them a driver's license, social security card, utility bills, birth certificate, pay stub and a current lease agreement

- included with the dispute letter. In addition, the Defendant had over 100 pages of documentation confirming my identification, that was requested by the Defendant over a period of a year in order for them to comply with their fake ID theft protocol.
215. Plaintiff alleges that in further violation of this section the Defendant refuse to honor Plaintiffs numerous requests for a copy of the information contained in his file.
216. Plaintiff alleges that in further violation of this section the Defendant refuse to honor Plaintiffs numerous requests for a copy of the Description of reinvestigation procedure.
217. Plaintiff alleges that in further violation of this section the Defendant refuse to honor Plaintiffs numerous requests for the Method of Verification as mandated by law.
218. Plaintiff alleges that the Defendants are therefore liable for willful non-compliance.
219. Plaintiff alleges that in further violation of this section the Defendant requested the other bureaus ad a fake fraud alert to their reports without having an ID theft report authorized by me in their possession.
220. Plaintiff alleges that in further violation of this section the Defendant refuse to honor Plaintiffs numerous requests to remove the unauthorized fraud alert from his credit report as mandated by law.
221. Plaintiff alleges that the Defendants acted illegally, maliciously, and recklessly with the purpose of intentionally harassing Plaintiff.
222. Plaintiff alleges that Defendant requested hundreds of documents for the purpose of deleting these fraudulent items and correcting the Plaintiffs credit reporting. After



receiving the documents Defendants stated that they did not have to comply with the law. Consequently, Defendants is liable for willful noncompliance.

223. Plaintiff alleges that he worked for five years to remove these fraudulent items. The person who committed the identity theft was arrested by NYPD. Defendants used this information for their own nefarious purposes. Defendants refused to comply with the law. Defendants is liable for willful noncompliance.

224. Plaintiff alleges that Defendant supplied third parties with credit reports that knowingly contained falsely reported items that were the result of identity theft and should have been removed which would have greatly enhanced my credit score and insured my chances of an approval. Section 1681e(b) of the FCRA imposes a duty on CRAs “to assure maximum possible accuracy of the information concerning the individual about whom the report relates” whenever the agency prepares a consumer report 15 U.S.C. § 1681e(b); *Podell v. Citicorp Diners Club*,

225. Plaintiff alleges that Defendant supplied third parties with credit reports that contained a knowingly falsely reported fraud alert which should have been removed which would have greatly enhanced my chances of an approval. “Section 380-j(e) of the NYFCRA and [section] 380-k provides that every ‘reporting agency shall maintain reasonable procedures designed to avoid violations of [section 380-j(e)].’” *Wimberly v. Experian Info. Sols., Inc.*, No. 18-CV-6058, 2019 WL 6895751, at \*5 (S.D.N.Y. Dec. 17, 2019) (quoting N.Y. Gen. Bus. Law § 380-k); see also *Ogbon v. Beneficial Credit Servs., Inc.*, No. 10-CV-3760, 2013 WL 1430467, at \*7 n.6 (S.D.N.Y. Apr. 8, 2013) (noting that “[b]ecause the language of [NYFCRA § 380-

j(e)] is substantially similar to the parallel federal provision, it must be construed the same way” (citing *Scott v. Real Estate Fin. Grp.*, 183 F.3d 97, 100 (2d Cir. 1999))).

226. Plaintiff alleges that Defendant knowingly supplied third parties with credit reports that did not contained my open active credit which would have greatly enhanced my credit score and insured my chances of an approval.

227. Plaintiff alleges that Defendant knowingly supplied third parties with credit reports that did not contained my credit accounts where the Defendant forced my creditors to close which would have greatly enhanced my credit score and insured my chances of an approval.

228. Plaintiff alleges that Defendant knowingly supplied third parties with credit reports that did not contained my historically positive credit accounts that the Defendant blocked illegally without an ID theft package authorized by me which included those accounts which would have greatly enhanced my credit score and insured my chances of an approval.

229. Plaintiff alleges that the Defendant in each case violated the law and is guilty of willful noncompliance with sections 1681e(b) of the FCRA and 380-j(e) of the NYFCRA.

230. Plaintiff alleges that he has more than satisfied the requirements in order to succeed on a claim under section 1681e(b), a plaintiff has shown that: (1) the consumer reporting agency was negligent or willful in that it failed to follow reasonable procedures to assure the accuracy of its credit report; (2) the consumer reporting agency reported inaccurate information about the plaintiff; (3) the plaintiff was injured; and (4) the consumer reporting agency’s negligence proximately caused the

plaintiff's injury. Phipps, 2020 WL 3268488, at \*2 (quoting Gestetner v. Equifax Info. Servs., LLC, No. 18-CV- 5665, 2019 WL 1172283, at \*2 (S.D.N.Y. Mar. 13, 2019)); Anderson v. Experian, No. 19-CV- 8833, 2019 WL 6324179, at \*3 (S.D.N.Y. Nov. 26, 2019) (same); Wenning v. On-Site Manager, Inc., No. 14-CV-9693, 2016 WL 3538379, at \*8 (S.D.N.Y. June 22, 2016) (same); see also Okocha v. Trans Union LLC, No. 08-CV-3107, 2011 WL 2837594, at \*5 (E.D.N.Y. Mar. 31, 2011) (analyzing NYFCRA § 380-k claim under FCRA § 1681(e)b standard).

231. Plaintiff alleges that because the information reported by the Defendant was so obviously wrong, fraudulent and misleading “[T]he threshold questions become why did the Defendant target the Plaintiff, how did so many of the Defendants employees allow this to happen and what is the procedure the Defendant used to verify accuracy”. Wimberly, 2019 WL 6895751, at \*5 (quoting Khan v. Equifax Info. Servs., LLC, No. 18-CV-6367, 2019 WL 2492762, at \*2 (E.D.N.Y. June 14, 2019)); Watson v. Caruso, 424 F. Supp. 3d 231, 244 (D. Conn. 2019) (same); Neclerio v. Trans Union, LLC, 983 F. Supp. 2d 199, 209 (D. Conn. 2013) (same); Collins, 494 F. Supp. 2d at 135.
232. Plaintiff alleges that the report provided by the Defendant was Patently Incorrect by design. (quoting Koropoulos v. Credit Bureau, Inc., 734 F.2d 37, 40 n.4 (D.C. Cir. 1984)); see also Schweitzer v. Equifax Info. Sols. LLC, 441 F. App’x 896, 902 (3d Cir. 2011)(“A report is inaccurate when it is ‘patently incorrect’ or when it is ‘misleading in such a way and to such an extent that it can be expected to [have an] adverse[ ]’ effect.” (alterations in original) (quoting Dalton v. Cap. Associated Indus. Inc., 257 F.3d 409, 415 (4th Cir. 2001))); Saunders v. Branch Banking & Tr. Co., 526



F.3d 142, 148 (4th Cir. 2008) (“[A] consumer report that contains technically accurate information may be deemed ‘inaccurate’ if the statement is presented in such a way that it creates a misleading impression.”).

233. Plaintiff alleges that Defendant engage in a scheme to destroy Plaintiffs credit by providing and maintaining false information that was furnished with malice and willful intent to injure such consumer. Defendant was so intent in their campaign that they did not wait for the creditors to come to them they actually initiated contact with the Plaintiff’s creditors. This type of outrageous behavior has never been document. This may become the most abusive example of willful noncompliance in history. Any sane person who looks at the totality of this attack would surely agree that this egregious attack on the Plaintiff was so comprehensive in nature that it could have only been conceived by a CRA who has taken the time to exploit every single option available to them to destroy a consumer. This willful noncompliance scheme included:

- a. Failing to remove items that were the result of identity theft.
- b. Creating unreasonable request to maintain false reporting
- c. Failing to respond to dispute letters
- d. Failing to respond to information request
- e. Causing Plaintiff to lose his foot
- f. Failing to respond to MOV request

- g. Removing historical positive credit
- h. Blocking open active credit
- i. Sending knowingly false information to potential clients and creditors
- j. Sending knowingly false information to patient financing companies
- k. Lying to the Plaintiff
- l. filing false fraud alerts with other bureaus without an ID theft report
- m. contacting Plaintiffs creditors to force them to close open active accounts without an ID theft package
- n. providing knowingly false credit information to potential creditors to block new credit approvals
- o. providing knowingly false credit information to health care providers, hospitals and patient finance companies to block proper medical treatment
- p. sending knowingly false information to the other credit bureaus to force them to remove positive credit without an ID theft affidavit



q. sending knowingly false information to the other credit  
bureaus to force them to block open active credit without  
permission

234. Plaintiff alleges that as a result of Equifax's violations of FCRA, Plaintiff has suffered, continues to suffer, and will suffer future damages, including denial of credit, lost opportunity to receive credit, damage to reputation loss of enjoyment, humiliation, embarrassment, physical harm, emotional distress and mental anguish, all to his damages.
235. Plaintiff is entitled to punitive damage in an amount to be determined by the jury.
236. Plaintiff is entitled to actual damage in an amount to be determined by the jury in addition to any statutory damage in an amount to be determined by the Court.
237. Plaintiff is entitled to his attorney fees, Pursuant to 15 U.S.C. § 1681 n(a).

## **SECOND CAUSE OF ACTION**

### **(FCRA - 15 U.S.C. § 1681 O)**

238. Plaintiff alleges Paragraphs 1 through 173 and incorporates them by reference as Paragraphs 1 through 173 of Count I of this Amended Complaint.
239. Equifax negligently failed to comply with the requirements imposed under the FCRA, 15 U.S.C. § 1681 et seq., including but not limited to:

- e) Failing to follow reasonable procedure to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b);
  - f) Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i;
  - g) Providing Plaintiff's credit file to companies without determining that these companies had a permissible purpose to obtain Plaintiff's credit file pursuant to 15 U.S.C. § 1681; and
  - h) Failing to provide Plaintiff his credit file pursuant to 15 U.S.C. § 1681g.
240. Plaintiff alleges that as a result of Equifax's violations of FCRA, Plaintiff has suffered, continues to suffer, and will suffer future damages, including denial of credit, lost opportunity to receive credit, damage to reputation loss of enjoyment, humiliation, embarrassment, physical harm, emotional distress and mental anguish, all to his damages.
241. Plaintiff is entitled to actual damage in an amount to be determined by the jury.
242. Plaintiff is entitled to his attorney fees, Pursuant to 15 U.S.C. § 1681 o(a).

### **JURY TRIAL**

Plaintiff demands a trial by jury of all issues in this action that are so triable.

### **PRAYER FOR RELIEF**

**Wherefore,** Defendant prays for relief and judgment against the Defendant as follows:

1. On Plaintiff's First Claim for relief for willful violation of the FCRA against Defendant Equifax:

- a) actual damage in an amount to be determined by the jury but not less than \$50,000,000 with interest ;
- b) punitive damage in an amount to be determined by the jury but not less than \$100,000,000 with interest
- c) statutory damage in an amount to be determined by the Court; and
- d) attorney fees and costs.

2. On Plaintiff's Second Claim for relief for willful violation of the FCRA against Defendant Equifax:

- a) actual damage in an amount to be determined by the jury but not less than \$50,000,000 with interest ;
- b) attorney fees and costs.

3. On All Claims for Relief, costs and expenses incurred in this action

Dated: March 24, 2021



Dr. Michael Grayson

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

\_\_\_\_\_  
DR. MICHAEL C. GRAYSON

X

Plaintiffs,

18-CV-6977

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendants,

\_\_\_\_\_  
X

**PLAINTIFF'S DEMAND FOR JURY TRIAL**

- 1. IN DEFENSE OF DEFENDANT'S FRAUD UPON THE COURT, AND**
- 2. THE REPEATED REQUEST FOR PLAINTIFF'S RECORDS  
DEFENDANT HAS REPEATEDLY REFUSED TO DISCLOSE RECORDS IN  
ORDER TO DEFRAUD**
- 3. ESSENTIAL RECORDS OF PLAINTIFF'S HAVE BEEN WITHHELD**

Said records are essential in these and other judicial proceedings, and in particular, because the DEFENDANT and Counsel committed perjury.

WHEREFORE, Plaintiff demands

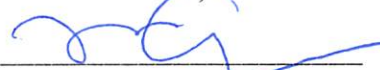
1. An Order **compelling** the plaintiff to disclose any and all records and documents since inception of this fraudulent reporting pursuant to, State and Federal Statutes, and in particular the records of electronic history maintained by the Defendant;

2. An Order **sanctioning Defendant's attorney**, for the prima facie perjury and fraud on the Court their firm, perpetrated on the record they swore to and filed the fraudulent Affidavit to mislead this Court;

3. An Order **releasing** the fraudulent records from my credit report, because it fraudulently encumbered Plaintiff's credit rating.

Respectfully Submitted,

*March 25*, 2021



Dr. Michael C. Grayson



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

\_\_\_\_\_  
DR. MICHAEL C. GRAYSON

X

Plaintiffs,

18-CV-6977

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendants,

\_\_\_\_\_  
X

**ORDER**

AND NOW this            day of            , 2021, upon consideration of Plaintiff's Request for  
Jury Trial thereto it is hereby:

ORDERED AND DECREED that Plaintiff's request for Jury Trial is GRANTED.

By the court:

\_\_\_\_\_

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

\_\_\_\_\_  
DR. MICHAEL C. GRAYSON

X

Plaintiffs,

18-CV-6977

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendants,

\_\_\_\_\_  
X

**PLAINTIFF DR. MICHAEL C. GRAYSON'S SECOND AMMENDED**  
**COMPLAINT**

PRO SE LITIGANT, DR. MICHAEL C. GRAYSON,  
92-17 190<sup>TH</sup> STREET, HOLLIS NY

516-870-8497

To:

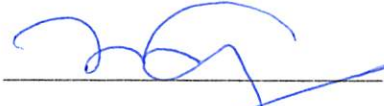
SEYFARTH SHAW LLP  
Courtney Stieber  
620 Eighth Avenue  
New York, NY 10018  
Attorneys for Defendants

**CERTIFICATE OF SERVICE**

This is to certify that I have this day caused to be served a true and correct copy of the foregoing with the Clerk of the Court by U.S Mail, and upon the Defendant through its attorney by U.S. Mail:

SEYFARTH SHAW LLP  
Courtney Stieber  
620 Eighth Avenue  
New York, NY 10018  
Attorneys for Defendant  
EQUIFAX INFORMATION SERVICES LLC

*Dated: March 25, 2021.*



Dr. Michael C. Grayson

**IN THE CIRCUIT COURT OF HARDEMAN COUNTY, TENNESSEE  
TWENTY-FIFTH JUDICIAL DISTRICT AT BOLIVAR**

---

DR. MICHAEL C. GRAYSON,     )  
  )  
Plaintiff,                             )  
  )

v.                                     )  
  )

Case No.:

EQUIFAX CREDIT INFORMATION)  
SERVICES,                     EQUIFAX)  
INFORMATION SERVICES LLC,)  
SEYFARTH SHAW, JUDGE Diane  
Gujarati, Judge LOIS BLOOM, Adam  
T. Hill, Eric Barton, Alex Meier, ET  
EL

Defendant.

---

**SUMMONS**

---

**To the above-named Defendants:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiffs' attorney within 20 days after service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

**Dated: February 17, 2024**

**Dr. Michael C. Grayson  
Pro Se Plaintiff  
117 S Main St.  
Bolivar, TN 38008  
516-870-8497**



**IN THE CIRCUIT COURT OF HARDEMAN COUNTY, TENNESSEE  
TWENTY-FIFTH JUDICIAL DISTRICT AT BOLIVAR**

---

DR. MICHAEL C. GRAYSON,        )  
  )  
Plaintiff,                            )

v.                                        )

Case No.:

  )  
EQUIFAX CREDIT INFORMATION)  
SERVICES,                       EQUIFAX)  
INFORMATION SERVICES LLC,)  
SEYFARTH SHAW, JUDGE LOIS  
BLOOM, Adam T. Hill  
Eric Barton, Alex Meier, ET EL

Defendant.

---

**COMPLAINT FOR DEFAMATION AND  
DEMAND FOR JURY TRIAL**

---

**COMES NOW**, PLAINTIFF DR. MICHAEL C. GRAYSON, (hereinafter, "PLAINTIFF"), in the above-entitled and numbered cause, Sui Juris, by special visitation, who is unschooled in law and asks the court to take Judicial Notice of the enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather than the form, and also hereby makes the attached Affidavit, including the related-thereto documents, the "Complaint" in the above referenced case, on the basis of the information submitted below, and to declare the terms of this Complaint valid.

Plaintiff seeks (a) compensatory damages and punitive damages in the sum of \$50,000,000.00, (b) prejudgment interest on the principal sum awarded by the Jury from the date of the commencement of this action until the date of Judgment, and (c) costs incurred – arising out of the Defendants' defamation and common law conspiracy. In support of this Complaint, Plaintiff respectfully submit that:

**A. PARTIES, JURISDICTION & VENUE**

1. PLAINTIFF DR MICHAEL C. GRAYSON is an African American senior citizen over the age of 18 who is sui juris and resides at 117 S Main St., Bolivar, TN, 38008, in Hardeman

County.

2. DEFENDANT EQUIFAX CREDIT INFORMATION SERVICES, EQUIFAX INFORMATION SERVICES LLC, (herein after “Seyfarth Defendant, Defendant or Equifax”) is an American multinational consumer credit reporting agency headquartered in Atlanta, Georgia and is one of the three largest consumer credit reporting agencies, along with Experian and TransUnion.

3. DEFENDANT SEYFARTH SHAW (herein after “Seyfarth Defendant or Defendant”) Seyfarth Shaw LLP is an international AmLaw 100 law firm headquartered in Chicago, Illinois. Founded in Chicago in 1945 by Henry Seyfarth, Lee Shaw, and Owen Fairweather, Seyfarth Shaw originally focused on the area of labor and employment law.

4. DEFENDANT JUDGE LOIS BLOOM (herein after “Bloom Defendant or Defendant”), is a federal magistrate judge for the United States District Court for the Eastern District of New York. She was first appointed to this position on February 23, 2001, and her current term will expire on February 22, 2025
5. DEFENDANT JUDGE Diane Gujarati (herein after “Diane Defendant or Defendant”), was appointed United States District Judge for the Eastern District of New York on September 18, 2020 and entered on duty on September 22, 2020.
6. Adam T. Hill (herein after “Hill Defendant, Seyfarth Defendant, or Defendant”)is an attorney with the firm Seyfarth Shaw.
7. Eric Barton, (herein after “Barton Defendant, Seyfarth Defendant, or Defendant”)is an attorney with the firm Seyfarth Shaw.
8. Alex Meier, (herein after “Meir Defendant, Seyfarth Defendant, or Defendant”)is an attorney with the firm Seyfarth Shaw.
9. The Plaintiff is a resident of Hardeman County therefore this is the proper Venue for this Action.

## **B. NATURE OF THE CLAIMS**

10. This action is for declaratory, injunctive, and equitable relief, as well as for monetary damages, to redress repeated acts of defamation, negligent and intentional infliction of emotional damage, and libel *per se* committed by Defendants against the Plaintiff.
11. Defendants' unlawful conduct was knowing, malicious, willful, and wanton and/or showed a reckless disregard for the Plaintiff's rights, which has caused, and continues to cause, the Plaintiff disgrace, humiliation and shame throughout the world, permanent harm to his professional and personal reputations, and severe mental anguish and emotional distress.

### **C. PRELIMINARY STATEMENT**

This case is about repeated acts of defamation and libel *per se* committed by the Defendants against an elderly black business owner and credit expert who was the victim of a violent financial assault by Equifax, a consumer reporting agency. Specifically, in several briefs and court documents published in both hardcopy and online which are publicly available on or about 12/1/23 – 2/30/24, Defendants falsely, maliciously and with reckless disregard for the truth, stated as a fact that the Plaintiff is incompetent in legal matters and operates a “*sham nonprofit*” business which “*victimizes*” his clients. Defendants also falsely stated that the Plaintiff is a liar who engages in fraud and the filing of frivolous lawsuits.

### **D. FACTUAL ALLEGATIONS**

***Defendants’ Published Public Statements Which Contained Untrue Damaging Allegations of Plaintiff and or his Business.***

12. On or about 12/15/2023 and February 14, 2024, Plaintiff learned that Seyfarth DEFENDANTS caused to be published derogatory statements about the Plaintiff and his business which were made public. A copy of the statements is attached and marked as **EXHIBIT A**.
13. The statement published by Seyfarth DEFENDANTS contained a series of untrue statements and misrepresentations.

14. The Untrue statements made by Seyfarth DEFENDANTS through this public court forum include but are not limited to:

- a) Grayson is preying on desperate consumers through his sham non-profit.*
- b) Grayson is abusing the legal system.*
- c) Grayson published unredacted Social Security Numbers and addresses of his clients/victims.*
- d) He is a serial litigant using this lawsuit to fundraise for his business and to mislead desperate people that he has the magic “algorithm” that will help them restore their credit—for payment, of course.*
- e) Through that process, he is asking people to provide him with highly sensitive information that he has shown absolutely zero willingness or ability to protect.*
- j) Plaintiff Michael Grayson has filed yet another frivolous motion accusing Equifax’s counsel of committing fraud, forging documents, and perjury. The motion is baseless*
- g) Grayson included two untimely “expert” reports and repeats the same tired and baseless attacks on Equifax and its counsel*
- h) Grayson has repeatedly flouted this Court’s orders and failed to comply with Court-ordered deadlines,*
- i) Grayson appears to have ulterior motives for this litigation Grayson seems to be using this lawsuit as an advertising tool and means to fundraise for his business*
- j) Grayson apparently shows the same cavalier disregard for the personal information of the desperate people he misled as he does for his own information*
- j) His website includes pictures that contain full and completely unredacted Social Security Numbers and addresses of his clients/victims.*
- l) This motion is simply the latest in a series of incoherent motions with baseless accusations against Equifax and its counsel.*
- m) he is engaging in barratry and the unauthorized practice of law; Grayson has perjured himself*

15. These statements are inflammatory and defamatory as they imply that Dr Grayson is an incompetent crook who is running a scam on his clients despite all evidence to the contrary.

16. At the time Seyfarth Defendants published these statements, Defendants knew that these statements were not true.

17. Defendants made these statements with reckless disregard and malice.
18. Defendant Seyfarth is obligated by the Attorneys' Code of Ethics, which establishes the principles and rules of conduct that attorneys shall always follow in fulfilling their professional responsibilities and to preserve the dignity of, and respect for, the legal profession and to govern legal ethical conduct. The specific code may vary by jurisdiction, but it generally includes principles such as: Competence, Confidentiality, Avoiding conflicts of interest, Diligence, Honesty, Fairness, and Respect. Attorneys are prohibited from making false or misleading statements, failing to disclose all relevant facts, and making any untrue statement.
19. A Copy of the Code of Ethics for Lawyers from the ABA can be viewed on EXHIBIT C.

**The Truth Behind Seyfarth Defendant's False Statements and Misrepresentations**

***Untruth# 1 - Grayson is preying on desperate consumers through his sham non-profit.***

20. Dr. Grayson is the CEO of a 501C3 nonprofit, Credit and Debt Management Institute, inc., incorporated in New York in 2012. The current address is 117 S Main St. , bolivar TN 38008
21. CDMI has helped over 100,000 consumers in 25 years of continuous service.
22. This clearly derogatory statement was made by the Defendant to defame my character, destroy my reputation, distract from their crimes, and sabotage my business. This published false statement, which is an online public record, is a written defamation, libelous, damaging to my personal and business reputation, and unacceptable from two mega-corporations(Seyfarth and Equifax). This entirely false and nonsensical statement has no merit and more importantly is designed to destroy my reputation in the public before the allegations of fraud currently being litigated in the Eastern District of NY are made public.
23. Defendants want to destroy my credibility so that they can lessen the impact of their fraud and collusion and to try to create plausible deniability through character assassination.
24. In my case in the Eastern District of NY I have amassed over 1500 pages of documentary evidence that proves that Equifax is engaged in a scheme to sabotage the credit rating of minorities like me. This evidence once made public in a jury trial will be very damaging for the defendants.



25. Seyfarth Defendants are simply making random negative public statements designed to confuse and misdirect the public. These defamatory statements are ludicrous and untrue. I have been in the credit business for over 25 years. I have testified before Congress on access to capital, prepared 2 expert papers for two different Presidents, have been invited to speak at workshops for numerous Governors, Mayors, Attorney Generals and Congressmen. I taught a class for the DOJ and all elected officials in the state of NY. I have received numerous citations and awards including the Congressional Leadership Award, twice. I was honorary chairman of the business advisory council under President Bush. I have appeared on almost every major news network as a financial expert. I have helped over 100,000 people in my 25 years of business, which includes many celebrities and professional athletes. Social media has numerous celebrity testimonials of my work. I have an A+ BBB rating and won the Queens Award for Excellence(a first for the credit industry). I was featured on the cover of RE Wealth magazine where their editors voted me the world's leading credit expert. YouTube and social media is filled with celebrity testimonials for my company. My reputation in this industry is unchallenged and without equal. I wrote the algorithm for credit restoration and currently have all three credit industry records including the record for the highest credit score in the world, 990. The defendant is so desperate to cover up their collusion with a federal judge that they had to resort to defamation and conspiracy theories.
26. Defendant is so ridiculous and desperate that they tried to portray me as a crook who is "*preying on desperate consumers*" and then in the same paragraph mentioned my business plan in which we don't even charge clients for our services. Defendants quoted a recent newspaper article, "*See CDMI and Dr. Grayson Introduce a Program to Provide Free Credit Restoration for Union Workers*". We discounted our services down to \$0 and we have hosted workshops all over the country for \$0.
27. I have spent half of my life developing my reputation and serving this nation, clearly the Defendant is afraid that this Deepfake Legal Document scam I exposed in NY Eastern District is about to become public knowledge and expose their campaign to bully the legal system, falsify credit reports, artificially lower credit scores for certain demographics, and destroy the FCRA. This is another case of a mega-

corporation who believes that they are above the law.

28. Defendants are hoping that by using their reach, reputation, platform, and billions of dollars, they can make these inflammatory statements and hope that people will believe them even though on the surface they make no sense. If you google my name, you will find that my reputation is flawless. How could I run a scam for 25 years and have no complaints, no negative social media presence. Defendant is hoping to damage my perfect social media presence with these defamatory statements.

**Untruth # 2- A Series of Incoherent Motions with Baseless Accusations**

27, This statement makes various references to my Motion for Sanctions and a Motion to Vacate for Fraud Upon the Courts, Filed by the Plaintiff.

**DEFENDANT MISREPRESENTATION-**

*Defendant alleges that my motions are incoherent with baseless accusations.*

**FACT-**

At great personal expense I hired 2 of the country's leading document and handwriting experts to provide testimony on 70 pieces or fabricated deepfake evidence that the Defendants provided to support their request for summary judgement. The Defendants were granted partial summary judgment based on these deepfake legal documents (DLD). My motions are an attempt to allow the judges in this case an opportunity to correct their erroneous and void judgment. The experts gave empirical evidence in a 20-page report that confirmed that all 70 pages of evidence were fabricated at the source. Defendant makes the racist comment that my motions are incoherent, but even if they were and they are not, Plaintiff is a pro se litigant. Defendant knows that I am a pro se litigant and have never attended law school, however despite that fact I have survived 6 years of legal malfeasance by the Defendants and the only way that this law schooled trained Defendant could win a partial summary judgment was to use deepfake legal documents that contained forged signatures, fake notary stamps, fabricated documents, and fake police reports, as confirmed by the two forensic experts. Defendant is trying to prejudice my jury pool prior to trial.

**Defendant FALSE STATEMENT-**

Defendants allege that Plaintiff, *"is a serial litigant using this lawsuit to fundraise for*

*his business and to mislead desperate people that he has the magic “algorithm” that will help them restore their credit—for payment, of course”.*

**FACT-**

The case in NY has gone on for six years. Within that time, I have personally borne the total expense of this litigation. I have had to sell everything of value and leverage my credit to create heavy debt. I have borrowed a fortune from my friends and family. My business has suffered greatly because of the actions of the Defendants. It was only after I realized that the judges on this case were deepfake judges and were conspiring with the Defendants that I decided to appeal to my numerous fans to help me raise money to hire an attorney to fight the corruption in the Eastern District of NY. Defendants statements are so false that they are contradictory. How could I fundraise if I was running a scam.

**Untruth# 3- Grayson is preying on desperate consumers through his sham non-profit.**

29. This highly inflammatory untrue statement is confusing, and its inaccuracy is proven by the Defendant themselves. The Defendants posted my companies tax returns on this public forum. This type of invasion of privacy only serves to prove that my 501c3 nonprofit is a very legitimate tax paying organization.
30. In addition, our organization has won numerous awards for excellence and is the only credit organization in the country to be featured on the cover of re Wealth Magazine. see **EXHIBIT E.**

**Defendants FALSE STATEMENT-***Grayson published unredacted Social Security Numbers and addresses of his clients/victims.*

**FACT**

Each of the numerous documents on my website are client testimonials. Our clients as so amazed by our services that they have given up permission to display their results. Each of these documents were carefully redacted by our web team. Our reputation in the credit business is so stellar that it is difficult for the Defendants to come up with lies to defame me. In fact, the city of Mount Vernon, NY gave us a proclamation of excellence. No other credit agency in this country has received this honor. See **Exhibit F**

31. On or about 11/16/2023 and February 14, 2024, Plaintiff learned that Bloom DEFENDANT caused to be published derogatory statements about the Plaintiff on an online public court forum. A copy of the statements is attached and marked as **EXHIBIT B.**
32. The statement published by Bloom DEFENDANT contained a series of untrue Statements and

misrepresentations.

33. The Untrue statements made by Bloom DEFENDANT through this public forum include but are not limited to:

- a. *The Court also warned Grayson that his “motion for sanctions, ECF No. 181, provides no basis for his assertion that defendant “attempt[s] to commit fraud upon the courts” by “fabricat[ing] evidence.” ECF No. 181 at 2, 12.*
- b. *The Court reminded Grayson that he “cannot engage in frivolous motion practice to impede a speedy resolution of his case and is warned that if he continues ‘to litigate this case and present arguments that the Court...unambiguously rejected,’ the Court may impose sanctions against him.” (Id. (citations omitted).)*
- c. *Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)*
- d. *[B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim....*

34. These racist statements are further inflammatory and defamatory as they imply that Dr Grayson is incompetent in legal matters, uneducated and illiterate. Defendant is trying to prejudice my jury pool prior to trial and cover her collusion.

35. At the time Bloom Defendant published these statements, Defendant knew that these statements were not true.

36. Defendant made these statements with reckless disregard and Malice.

37. Defendant Bloom is obligated by the Judicial Code of Conduct for United States Judges which states: Canon

1: A Judge Should Uphold the Integrity and Independence of the Judiciary, Canon 2: A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities, Canon 3: A Judge Should Perform the Duties of the Office Fairly, Impartially and Diligently, (6) A judge should not make public comment on the merits of a matter pending or impending in any court.

38. A Copy of Code of Conduct for United States Judges is attached as **EXHIBIT D.**

### **The Truth Behind Bloom Defendant's False Statements And Misrepresentations**

<sup>39.</sup> **Defendants FALSE STATEMENT-** *The Court also warned Grayson that his “motion for sanctions, ECF No. 181, provides no basis for his assertion that defendant “attempt[s] to commit fraud upon the courts” by “fabricat[ing] evidence.” ECF No. 181 at 2, 12.*

**FACT**

40. Plaintiff submitted 2 expert opinions that confirmed that the Defendants had fabricated evidence in pursuit of summary judgment. Judge bloom wrote the opinion that the Defendants deserved a partial summary judgment despite this fact. This statement is an attempt to destroy my character and credibility. Judge bloom is currently trying to pressure me to go to trial on only 2 violations against the Defendant when I documented over 2300 violations. The judge is conspiring with the Defendant to prevent me from exposing the Defendant’s crimes and showing my evidence in court. It is unconscionable that the defendant received a partial summary judgment using deepfake evidence.(see Exhibit H)

**41. Defendants FALSE STATEMENT-** *The Court reminded Grayson that he “cannot engage in frivolous motion practice to impede a speedy resolution of his case and is warned that if he continues ‘to litigate this case and present arguments that the Court...unambiguously rejected,’ the Court may impose sanctions against him.” (Id. (citations omitted).*

**FACT** This case has been going on for 6 years. It took the judge almost a year to decide on my summary judgment motion. In addition, the judge granted the defendant a record 8 continuances. She is not interested in the speedy resolution of this case. She is conspiring with the defendant to force me to go to trial before they decide my motion to vacate for fraud upon the courts. In any other courtroom the trial would have automatically been stayed. Defendants are desperate to hide their collusion. How can you go to trial when there is a motion to vacate pending. How can a federal judge try to cover up the fact that the Defendants in this case submitted deepfake legal documents. This type of activity threatens the entire legal system by setting a dangerous precedent.

42. **Defendants MISLEADING STATEMENT-** *Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)*

43. **FACT -** As part of her coercion campaign the judge is threatening me with sanctions for requesting my first continuance in six years. I followed her instructions exactly from her 11/16/2023 order: *Plaintiff states that he is not interested in a settlement conference in this matter. Accordingly, the Court shall hold a conference to address the parties' joint pretrial order ("JPTO") on January 9, 2024, at 10:00 a.m. in Courtroom 11A South of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, New York. Parties are advised that they must contact each other before making any request for an adjournment to the Court. Any request for an adjournment must be electronically filed with the Court at least seventy-two (72) hours before the scheduled conference.* I requested a continuance from the pretrial to allow time for the judge to decide my motion to vacate. This should have been automatic. The judge denied this request, even though she said that she would grant continuances if she had 72-hour notice. I gave her 3 weeks’ notice but because her colleague the Defendant had stated that they did not want a continuance, so she started threatening me. She forgot that she had given the defendants 8 continuances despite my objections, and this was my first. She forgot that a few weeks earlier she authorized a continuance.

44. **Defendants FALSE STATEMENT-** *[B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has*



*obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim....*

**FACT-** Defendant made this untrue statement; she knew the statement was false or

should have known it was false at the time she made the statement. This racist statement is designed to intimidate me and destroy my credibility and reputation. This federal judge understands that I have never attended law school. By disparaging my case in public, she is violating the Judicial Code for Judges and prejudicing my jury pool prior to trial.

45. On or about 09/29/2023, Plaintiff learned that Gujarati DEFENDANT caused to be published derogatory statements about the Plaintiff which were published on an online public court forum. A copy of the statements is attached and marked as **EXHIBIT G.**

46. The statement published by Gujarati DEFENDANT contained a series of untrue Statements and misrepresentations.

47. The untrue statements made by Gujarati DEFENDANT through this public forum include but are not limited to:

***reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings***

48. These biased statements are further inflammatory and defamatory as they imply that Dr Grayson is incompetent in legal matters, uneducated and illiterate. Defendant is trying to prejudice the jury pool prior to trial.

49. At the time Gujarati Defendant published these statements, Defendant knew that these statements were not true. Defendant knew that the Plaintiff is pro se and not law school trained. Defendant knew that her judicial code of conduct requires her to be unbiased and not make personal statements against the Plaintiff.

50. Defendant made these statements with reckless disregard and Malice.

51. Defendant Gujarati is obligated by the Judicial Code of Conduct for United States Judges which states: Canon 1: A Judge Should Uphold the Integrity and Independence of the Judiciary, Canon 2: A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities, Canon 3: A Judge Should Perform the Duties of the Office Fairly, Impartially and Diligently, (6) A judge should not make public

comment on the merits of a matter pending or impending in any court.

52. A Copy of Code of Conduct for United States Judges is attached as **EXHIBIT D.**

**The Truth Behind Gujarati Defendant's False Statements And Misrepresentations**

53. **Defendants FALSE STATEMENT-** *reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings.*

**FACT**

Defendant has spent thousands of hours over the past 6 years researching and preparing briefs. This task is further exacerbated by the Seyfarth Defendants using DLDs, perjury and misdirection. If the Plaintiff's case had no merit and he was such an incompetent draftsman, then why has the Seyfarth Defendant gone through 3 huge law firms and over 8 attorneys. Why has the Eastern District of NY assigned a record 7 judges to this pro se litigation. Defendant knew that Plaintiff is at the top of his credit profession. If people believe that he is an incompetent liar, then it will be impossible for him to continue to do business and attract high end clients and endorsements. In 2015 Plaintiff was asked to testify before Congress on access to capital. To become an expert witness, the Plaintiff had to be vetted by the FBI. These types of derogatory statements would have prevented the Plaintiff from getting that assignment. More importantly when the Plaintiff discloses the Defendants plot to artificially lower credit scores the Defendants hope that their defamation will ruin my credibility with the jury and the public.

**COUNT I**

**LIBEL PER SE AGAINST DEFENDANTS**

54. Plaintiffs incorporate paragraphs 1 through 53 as if fully set forth herein.

55. On or about February 2, 2024, Seyfarth Defendants made the following false statements about the Plaintiff:

*a) Grayson is preying on desperate consumers through his sham non-profit.*

*b) Grayson is abusing the legal system.*

*c) Grayson published unredacted Social Security Numbers and addresses of his clients/victims.*

*d) He is a serial litigant using this lawsuit to fundraise for his business and to mislead desperate people that he has the magic "algorithm" that will help them restore their credit—for payment, of course.*

*e) Through that process, he is asking people to provide him with highly sensitive information that*

*he has shown absolutely zero willingness or ability to protect.*

*f) Plaintiff Michael Grayson has filed yet another frivolous motion accusing Equifax's counsel of committing fraud, forging documents, and perjury. The motion is baseless*

*g) Grayson included two untimely "expert" reports and repeats the same tired and baseless attacks on Equifax and its counsel*

*h) Grayson has repeatedly flouted this Court's orders and failed to comply with Court-ordered deadlines,*

*i) Grayson appears to have ulterior motives for this litigation*

*j) Grayson apparently shows the same cavalier disregard for the personal information of the desperate people he misled as he does for his own information*

*k) His website includes pictures that contain full and completely unredacted Social Security Numbers and addresses of his clients/victims.*

*l) This motion is simply the latest in a series of incoherent motions with baseless accusations against Equifax and its counsel.*

56. On or about December 15, 2023, Bloom Defendant published the following false statements about the Plaintiff:

*a) The Court also warned Grayson that his "motion for sanctions, ECF No. 181, provides no basis for his assertion that defendant "attempt[s] to commit fraud upon the courts" by "fabricat[ing] evidence." ECF No. 181 at 2, 12.*

*b) The Court reminded Grayson that he "cannot engage in frivolous motion practice to impede a speedy resolution of his case and is warned that if he continues 'to litigate this case and present arguments that the Court...unambiguously rejected,' the Court may impose sanctions against him." (Id. (citations omitted).)*

*c) Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)*

*d) [B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim....*

57. On or about 09/29/2023, Gujarati DEFENDANT caused to be published the following derogatory statements about the Plaintiff and his business:

*reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings.*

58. Numerous websites contained these public statements attached to this Complaint and marked as Exhibit A, C, and B.

59. These false statements were knowingly published with malice and intent to injure.

60. DEFENDANTS acted with malice because they are seeking to force the Plaintiff into a rigged trial and are trying to cover their collusion and crimes. Seyfarth Defendants were granted partial summary judgment using fabricated deepfake legal documents. Submitting fabricated evidence is a felony.

61. DEFENDANTS sought to use their superior positions to destroy Plaintiffs reputation and business to create a financial hardship for the Plaintiff to force him to settle or go to a rigged trial. Thus, given the defendants an unfair advantage in the case.

62. Defendants seek to destroy the Plaintiffs reputation and credibility prior to him selecting a jury for trial and making public statements about the Defendants plot to sabotage the credit of millions of Americans.

63. PLAINTIFF has been damaged by these false statements because the statements subject PLAINTIFF to hatred, distrust, ridicule, contempt, and disgrace.

64. PLAINTIFF has been damaged by these false statements because the statements injured PLAINTIFF in his profession and business.

65. PLAINTIFF has been damaged by these false statements because the statements attribute conduct, characteristics, and conditions incompatible with the proper exercise of Plaintiff's lawful business and have permanently damaged his personal reputation. Because these statements were published on numerous online websites and in the court historical record it will be impossible for the defendant to restore the damage done to his reputation and character.

## **COUNT II**

**NEGLIGENT AND INTENTIONAL INFLECTION OF  
EMOTIONAL DISTRESS PER SE AGAINST DEFENDANTS**

66. Plaintiffs incorporate paragraphs 1 through 65 as if fully set forth herein.

67. On or about February 2, 2024, Seyfarth Defendants made the following false statements about the Plaintiff:

*a) Grayson is preying on desperate consumers through his sham non-profit.*

*b) Grayson is abusing the legal system.*

*c) Grayson published unredacted Social Security Numbers and addresses of his clients/victims.*

*d) He is a serial litigant using this lawsuit to fundraise for his business and to mislead desperate people that he has the magic “algorithm” that will help them restore their credit—for payment, of course.*

*e) Through that process, he is asking people to provide him with highly sensitive information that he has shown absolutely zero willingness or ability to protect.*

*f) Plaintiff Michael Grayson has filed yet another frivolous motion accusing Equifax’s counsel of committing fraud, forging documents, and perjury. The motion is baseless*

*g) Grayson included two untimely “expert” reports and repeats the same tired and baseless attacks on Equifax and its counsel*

*h) Grayson has repeatedly flouted this Court’s orders and failed to comply with Court-ordered deadlines,*

*i) Grayson appears to have ulterior motives for this litigation*

*j) Grayson apparently shows the same cavalier disregard for the personal information of the desperate people he misled as he does for his own information*

*k) His website includes pictures that contain full and completely unredacted Social Security Numbers and addresses of his clients/victims.*

*l) This motion is simply the latest in a series of incoherent motions with baseless accusations against Equifax and its counsel.*

68. On or about December 15, 2023, Bloom Defendant published the following false statements about the Plaintiff:

- a) *The Court also warned Grayson that his “motion for sanctions, ECF No. 181, provides no basis for his assertion that defendant “attempt[s] to commit fraud upon the courts” by “fabricat[ing] evidence.” ECF No. 181 at 2, 12.*
- b) *The Court reminded Grayson that he “cannot engage in frivolous motion practice to impede a speedy resolution of his case and is warned that if he continues ‘to litigate this case and present arguments that the Court...unambiguously rejected,’ the Court may impose sanctions against him.” (Id. (citations omitted).)*
- c) *Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)*
- d) *[B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim....*

69. On or about 09/29/2023, Gujarati DEFENDANT caused to be published the following derogatory statements about the Plaintiff and his business:

*reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings.*

70. These false statements were published in a public court document featured on numerous websites. These statements are attached to this Complaint and marked as Exhibit A,C, and B.

71. These false statements were published with malice and cause the infliction of mental anguish as used in Tennessee Code Annotated section 29-20-205(2) (2000), encompasses both the tort of negligent infliction of emotional distress as well as the tort of intentional infliction of emotional distress. DEFENDANTS acted with malice because they are seeking to force the Plaintiff into a rigged trial and are trying to cover their collusion in being granted partial summary judgment using fabricated deepfake legal documents.

72. DEFENDANTS sought to use their superior positions to cause mental injury to the Plaintiff



in the hopes of distracting him from his pursuit of justice and to destroy his ability to craft a defense against these attacks.

73. Plaintiffs mental injury is so great that he needs to seek the help of a psychiatrist to help him deal with the idea that very powerful people are conspiring to destroy him. Plaintiff has not slept more than four hours a night since these attacks started.

74. This intentional conduct by the Defendants violated the plaintiff's emotional tranquility and has rendered him paranoid and fearful for his life.

75. Defendants outrageous conduct is such as to cause emotional distress and panic. Defendants are impowered to keep the law and not violate it. Society only functions when the legal system is held to a high standard of conduct which the defendants violated and cannot be tolerated at any level. Lawyers and Judges cannot be allowed to disregard the law and use it to victimize citizens like the Plaintiff who have spent their lives in service of this country.

76. Defendants actions separately and together can be categorized as extreme and outrageous conduct. Defendants are legal professionals which make their actions even more extreme and outrageous. The defendant's conduct was intentional and reckless; (2) the defendant's conduct was so outrageous that it cannot be tolerated by civilized society; and (3) the defendant's conduct resulted in serious mental injury to the plaintiff.

77. As legal professionals the Defendant's conduct was "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency and to be regarded as atrocious, and utterly intolerable in a civilized community. The actions of the Defendants were perpetrated in a public court settings which set a precedent that affects millions of Americans.

78. Plaintiff needs therapy as a direct and proximate result of Defendants defamatory statements.

### **COUNT III**

#### **DEFAMATION OF CHARACTER PER SE AGAINST DEFENDANTS**

79. Plaintiffs incorporate paragraphs 1 through 78 as if fully set forth herein.

80. On or about February 2, 2024, Seyfarth Defendants published the following false statements

about the Plaintiff:

*a) Grayson is preying on desperate consumers through his sham non-profit.*

*b) Grayson is abusing the legal system.*

*c) Grayson published unredacted Social Security Numbers and addresses of his clients/victims.*

*d) He is a serial litigant using this lawsuit to fundraise for his business and to mislead desperate people that he has the magic “algorithm” that will help them restore their credit—for payment, of course.*

*e) Through that process, he is asking people to provide him with highly sensitive information that he has shown absolutely zero willingness or ability to protect.*

*f) Plaintiff Michael Grayson has filed yet another frivolous motion accusing Equifax’s counsel of committing fraud, forging documents, and perjury. The motion is baseless*

*g) Grayson included two untimely “expert” reports and repeats the same tired and baseless attacks on Equifax and its counsel*

*h) Grayson has repeatedly flouted this Court’s orders and failed to comply with Court-ordered deadlines,*

*i) Grayson appears to have ulterior motives for this litigation*

*j) Grayson apparently shows the same cavalier disregard for the personal information of the desperate people he misled as he does for his own information*

*k) His website includes pictures that contain full and completely unredacted Social Security Numbers and addresses of his clients/victims.*

*l) This motion is simply the latest in a series of incoherent motions with baseless accusations against Equifax and its counsel.*

81. On or about December 15, 2023, Bloom Defendant published the following false statements about the Plaintiff:

*a) The Court also warned Grayson that his “motion for sanctions, ECF No. 181, provides no basis*

*for his assertion that defendant "attempt[s] to commit fraud upon the courts" by "fabricat[ing] evidence." ECF No. 181 at 2, 12.*

- b) The Court reminded Grayson that he “cannot engage in frivolous motion practice to impede a speedy resolution of his case and is warned that if he continues ‘to litigate this case and present arguments that the Court...unambiguously rejected,’ the Court may impose sanctions against him.” (Id. (citations omitted).)*
- c) Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)*
- d) [B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim....*

82. On or about 09/29/2023, Gujarati DEFENDANT caused to be published the following derogatory statements about the Plaintiff and his business:

*reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings.*

83. These false statements were published in a publicly accessible court document which is featured on numerous websites across the country. These statements are attached to this Complaint and marked as

**Exhibit A,C and B.**

84. These false statements were published with malice and intent to injure.

85. Defendants were aware and had knowledge that the statements were false and defaming to the Plaintiff. Plaintiff was featured on the cover of re Wealth Magazine where their editors voted him the world's leading credit expert. Prior to these defamatory statements the Plaintiff reputation was spotless. There is no one else in the entire credit industry that has a perfect reputation.

86. Defendants with reckless disregard for the truth of the statement or with negligence in failing to ascertain the truth of the statement communication of defamatory matter to a third person defamation has resulted in an injury to the Plaintiff's character and reputation. Unlike other professions the credit business is

purely reputational.

87. Prior to these statements famous people, celebrities, politicians, and professional athletes have endorsed the Plaintiff because of his stellar reputation. Now that these Defendants have implied that the Plaintiff lacks expertise, is incompetent, uneducated and a crook, these statements will immediately impact the Plaintiffs ability to get clients and endorsements, retire from his business, make money, and find an impartial jury of his peers when appearing for trial in NY.
88. Plaintiff was in the process of launching a new nationwide campaign prior to this attack that promised to create millions in revenue.
89. Plaintiff's investor pulled out funding his new venture after reading the Defendants remarks.
90. Plaintiff requested that the Defendants print a retraction to save his business however they failed or refused.
91. DEFENDANTS acted with malice because they are seeking to force the Plaintiff into a rigged trial and are trying to cover their collusion in being granted partial summary judgment using fabricated deepfake legal documents.
92. DEFENDANTS sought to use their superior positions and knowledge of the legal system to destroy Plaintiffs reputation and business, and to create a financial hardship for the Plaintiff to force him to settle or go to a rigged trial. Thus, given the defendants an unfair advantage in the case in question.
93. PLAINTIFF has been damaged by these false statements because the statements subject PLAINTIFF to hatred, distrust, ridicule, contempt, and disgrace.
94. PLAINTIFF has been damaged by these false statements because the statements injured PLAINTIFF in his profession and business.
95. PLAINTIFF has been damaged by these false statements because the statements attribute conduct, characteristics, and conditions incompatible with the proper exercise of Plaintiff's

lawful business and have permanently damaged his personal reputation. Because these statements were published on several online websites it will be impossible for the defendant to restore the damage that they have done.

96. Plaintiff will lose millions of dollars because of these defamatory statements.

97. The plaintiff has become depressed because he spent his life building his reputation to see it destroyed by defamation. The plaintiff is too old to rebuild his business and reputation.

98. Plaintiff needs psychiatric help to deal with the emotional torment created by losing his reputation but cannot afford it at this juncture. Plaintiff cannot sleep.

### **Legal Standard**

Defendants have committed Negligent and Intentional infliction of emotional distress; defamation and libel. In *Hill v. Travelers' Ins. Co.*, [294 S.W. 1097 (Tenn. 1927)], the plaintiff was allowed to recover for mental damages *Wadsworth v. W. Union Tel. Co.*, [8 S.W. 574 (Tenn. 1888)] *Id.* at 826-27. In *Camper*, the courts held that negligent infliction of emotional distress must be analyzed under the general negligence approach, requiring the five elements of general negligence: duty, breach of duty, injury or loss, causation in fact, and proximate or legal cause. *Camper*, 915 S.W.2d at 446. Proof of an accompanying or consequential physical injury was not required." *Id.* *Medlin v. Allied Inv. Co.*, [398 S.W.2d 270 (Tenn. 1966)]. In *Medlin*, this Court held that in the context of intentional conduct, a plaintiff does have a right to emotional tranquility that, if violated, gives rise to an independent cause of action for intentional infliction of emotional distress. *Id.* at 273-74; *Miller v. Willbanks*, [8 S.W.3d 607, 610-12 (Tenn. 1999)] (discussing the history and evolution of the tort of intentional infliction of emotional distress in Tennessee)." *Id.* In *Medlin v. Allied Inv. Co.*, 217 Tenn. 469, 398 S.W.2d 270, 274 (1966), which provided: "One who by extreme and outrageous conduct causes severe emotional distress to another is subject to liability for such emotional distress, To state a claim for intentional infliction of emotional distress, a plaintiff must establish that: (1) the defendant's conduct was intentional or reckless; (2) the defendant's conduct was so outrageous that it

cannot be tolerated by civilized society; and (3) the defendant's conduct resulted in serious mental injury to the plaintiff. *Bain v. Wells*, 936 S.W.2d 618, 622 (Tenn.1997). The Plaintiff has more than satisfied this requirement.

In addition, even if you apply the heightened standard, because the Defendants are legal professionals Plaintiff showed that the defendant's conduct was “so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency and to be regarded as atrocious, and utterly intolerable in a civilized community.” *Miller v. Willbanks*, 8 S.W.3d 607, 614 (Tenn.1999) (quoting Restatement (Second) of Torts § 46 cmt. d (1965)).

The plaintiff claims that the defendants libeled him. Libel and slander are both forms of defamation; libel being written defamation and slander being spoken defamation. *Quality Auto Parts Co., Inc. v. Bluff City Buick Co., Inc.*, 876 S.W.2d 818, 820 (Tenn.1994). To establish a 'prima facie case of defamation, the plaintiff must prove that (1) a party published a statement; (2) with knowledge that the statement was false and defaming to the other; or (3) with reckless disregard for the truth of the statement or with negligence in failing to ascertain the truth of the statement. *Sullivan v. Baptist Mem’l Hosp.*, 995 S.W.2d 569, 571 (Tenn.1999) (relying on Restatement (Second) of Torts § 580 B (1977)). In this instant case the Defendants published defamatory public statements. Defendants, being legal professionals, knew or should have known that the statements were false and defaming. Each statement was in reckless disregard for the truth or with negligence in failing to ascertain the truth of the statement. As a direct and proximate result of these published statements the Plaintiff was damaged.

In Tennessee, the distinction establishing libel as the greater wrong was said to be “founded in the deliberate malignity displayed by reducing the offensive matter to writing.” *Williams v. Karnes*, 23 Tenn. 9, 11 (1843). However, “the basis for an action for defamation, whether it be slander or libel, is that the defamation has resulted in an injury to the person’s character and reputation.” *Quality Auto Parts*, 876 S.W.2d at 820. To be actionable, the allegedly defamatory statement must “constitute a serious threat to



the plaintiffs reputation.” *Stones River Motors, Inc. v. Mid-South Publ’g Co.*, 651 S.W.2d 713, 719 (Tenn.Ct.App.1983). Plaintiff has been a leading credit expert for over 25 years. Plaintiff was voted the world’s leading credit expert. Plaintiff’s entire style of life is determined by his reputation. Because the credit business is so tainted with fraud and malfeasance the Plaintiff has spent two decades distinguishing himself from other industry professionals. Defendants have erased 25 years’ worth of success.

Protecting the first commodity are defamation lawsuits, which enable aggrieved individuals to seek redress from false statements of fact that impugn their reputations. In the 1966 case *Rosenblatt v. Baer*, 383 U.S. 75, 92 (1966) (Stewart, J., concurring), former United States Supreme Court Justice Potter Stewart emphasized the importance of protecting individuals from reputational harm, noting that: “The right of a man to the protection of his own reputation from unjustified invasion and wrongful hurt reflects no more than our basic concept of the essential dignity and worth of every human being—a concept at the root of any decent system.

To state a claim for negligent infliction of emotional distress, a plaintiff must allege the elements of a typical negligence claim (duty, breach of duty, injury or loss, causation in fact, and proximate causation) plus a “serious or severe” mental injury. See *Lourcey v. Estate of Scarlett*, 146 S.W.3d 48, 52 (Tenn. 2004). A claim for intentional infliction of emotional distress requires that a plaintiff allege conduct by the defendant that was (1) intentional or reckless, (2) so outrageous that it is not tolerated by civilized society, and (3) a resulting serious mental injury. See *Rogers v. Louisville Land Co.*, 367 S.W.3d 196, 205 (Tenn. 2012). In this instant case the Defendants libelous statements were willing, malicious, and intentional. Because they are all legal professionals bound by the law and purported to administer the law fairly, their actions were so outrageous that it is not tolerated by civilized society, that is which each is bound by a strict code of conduct. As a direct and proximate result of the Defendants attack the Plaintiff is severely depressed, can’t sleep and fears for his life. It will take years of therapy for the Plaintiff to recover from this serious mental injury. The plaintiff has two mega corporations and two

federal judges trying to destroy his reputation. Serious mental injury occurs “where a reasonable person, normally constituted, would be unable to adequately cope with the mental stress engendered by the circumstances of the case[.]” *Rogers v. Louisville Land Co.*, 367 S.W.3d 196, 210 (Tenn. 2012). Here, Plaintiff must fight the resources of 2 billion-dollar corporations and the power and connections of federal judges. Each have risked their careers to destroy the Plaintiff. Plaintiff as would anyone in his position has experienced severe emotional distress in the form of frustrations, anxiety, stress, and humiliation.

Publication, as embraced by the first element, “is a term of art meaning the communication of defamatory matter to a third person.” *Quality Auto Parts Co.*, 876 S.W.2d at 821. Importantly, publication is “an essential element” without which a complaint for defamation must be dismissed. See *Siegfried v. Grand Krewe of Sphinx*, No. W2002-02246-COA-R3-CV, 2003 Tenn. App. LEXIS 845, at \*5-6 (Tenn. Ct. App. Dec. 2, 2003) (citations omitted). “The basis for an action for defamation, whether it be slander or libel, is that the defamation has resulted in an injury to the person’s character and reputation.” *Quality Auto Parts Co.*, 876 S.W.2d at 820. Thus, “the allegedly defamatory statement must ‘constitute a serious threat to the plaintiff’s reputation.’” *Davis v. Tennessean*, 83 S.W.3d 125, 128 (Tenn. Ct. App. 2001) (quoting *Stones River Motors, Inc. v. Mid-South Publ’g Co.*, 651 S.W.2d 713, 719 (Tenn. Ct. App. 1983)). The case law makes clear that the focus in a defamation claim is injury to a person’s reputation. See *Brown v. Christian Bros. Univ.*, 428 S.W.3d 38, 50-51 (Tenn. Ct. App. 2013). Here Defendants defamation has undone 25 years of tireless work by the Plaintiff to build his reputation. By referring to his clients as *victims* and calling his business a *sham nonprofit* the Defendants published these lies to destroy the Plaintiff’s spotless online and social media reputation.

### **Conclusion**

Defendants have abused their huge platforms to disseminate false information designed to harm the Plaintiff. Defendant Equifax is only one of three credit bureaus in the entire country, which gives them a unique and powerful platform that exceeds most. Defendant Seyfarth is considered to be one of

the country's most powerful law firm and as such has a high degree of presumption, in addition to a large platform. When they make false statements, people automatically believe them whether they make sense or not. Defendants Bloom and Gujarati are federal judges in one of the most powerful cities in the world which gives them a unique and powerful platform that exceeds most. Defendant Bloom and Gujarati are the keepers of the law and as such has a high degree of presumption in addition to a large platform. When they make false statements, people automatically believe them whether they make sense or not. These Defendants used their power to destroy my life. Wherefore, Defendants who are agents of the legal system used their power and position to maliciously attack the plaintiff and his reputation. As a result of this, Plaintiff is entitled to a judgment. Furthermore, Plaintiff has a history of tireless community service. Plaintiff prays that the Complaint be granted, for their costs, and for such further relief as the nature of the case may require. Or in the alternative Plaintiff DEMANDS A TRIAL BY JURY.

**Prayer For Relief**

**WHEREFORE, Plaintiff** prays for a judgment against DEFENDANTS as follows:

- i. Awarding Plaintiff all compensatory damages including consequential and incidental damages as a result of DEFENDANTS wrongdoing in an amount to be determined at Trial but not less than \$50 million.
- ii. Awarding Plaintiff attorney's fees and costs
- iii. Requiring DEFENDANTS to make a public retraction of the false statements.
- iv. Granting preliminary and permanent injunctive relief to prevent the DEFENDANTS from making further defamatory remarks.
- v. Such further relief this court deems just and proper.

**PRAYER FOR JURY TRIAL**

Plaintiff prays for a Jury Trial on all issues so triable.

**DATE: February 20, 2024**

**Respectfully Submitted:**

By: /s/ Dr Michael C. Grayson

# EXHIBIT A-

Derogatory Statements published about the  
Plaintiff by Seyfarth Defendants

# **EXHIBIT B-**

## **PUBLISHED defamatory statements by Bloom**

**Full docket text: 12/15/2023**

ORDER: The Court will address Dr. Grayson's motion for sanctions, ECF No. [181], and defendant's response, ECF No. [183], at the in-person conference on January 9, 2024 at 10:00 a.m. in Courtroom 11A South.

The Court notes that Dr. Grayson has never appeared in this Courthouse in this matter. Dr. Grayson is ordered to appear at the conference scheduled for 10:00 a.m. on January 9, 2024 in Courtroom 11A South of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, New York. The Court will not excuse Dr. Grayson's appearance in Court, as this conference has been scheduled well in advance of the date. Dr. Grayson is hereby warned that if he fails to appear as directed on January 9, 2024, the Court may impose sanctions. Under Fed. R. Civ. P. 16(f), if a party fails to appear for a Court-ordered conference, sanctions may be imposed, including that this case should be dismissed pursuant to Fed. R. Civ. P. 16(f) and 37(b)(2)(C). Ordered by Magistrate Judge Lois Bloom on 12/15/2023. (EW)

**Full docket text: 12/19/2023**

ORDER: Dr. Grayson requests to adjourn the in-person conference on January 9, 2024 pending the Court's decision on his motion for sanctions and "dismissal of summary judgment" filed on December 13, 2023. ECF No. [184]. Dr. Grayson's request to adjourn is denied. As noted in my prior Order dated December 15, 2023, the Court will address Dr. Grayson's latest motion at the January 9 conference. Dr. Grayson must appear in-person in Courtroom 11A South at 10:00 a.m. on January 9, 2024, and is warned for a second time that the Court will impose sanctions if he fails to appear. See Fed. R. Civ. P. 16(f), 37(b)(2)(C).

The Court further notes that Dr. Grayson's motion for sanctions, ECF No. 181, provides no basis for his assertion that defendant "attempt[s] to commit fraud upon the courts" by "fabricat[ing] evidence." ECF No. 181 at 2, 12. Dr. Grayson also revisits many of the arguments he raised in his motion for summary judgment and opposition to defendant's cross-motion for summary judgment. The Court already addressed and rejected those arguments. See Report & Recommendation ("R&R"), ECF No. 170; Order adopting R&R dated September 29, 2023. Dr. Grayson cannot engage in frivolous motion practice to impede a speedy resolution of his case, and is warned that if he continues "to litigate this case and present arguments that the Court...unambiguously rejected," the Court may impose sanctions against him. Romain v. Cap. One, N.A., No. 13-CV-3035, 2014 WL 5470808, at \*3 (E.D.N.Y. Oct. 27, 2014); see also Holmes v. NBC/GE, 925 F. Supp. 198, 203 (S.D.N.Y. 1996) ("[B]y filing lengthy and confusing papers in this case and engaging in protracted satellite litigation seeking wide-ranging, extraordinary and, at times, bizarre relief, plaintiff has obfuscated the issues and impeded the speedy resolution of what the court generally considers to be a serious claim...."). Dr. Grayson shall appear as directed on January 9, 2024 to discuss resolution or to prepare the joint pre-trial order. Ordered by Magistrate Judge Lois Bloom on 12/19/2023. (EW)



# EXHIBIT C

## Code of Ethics for Lawyers

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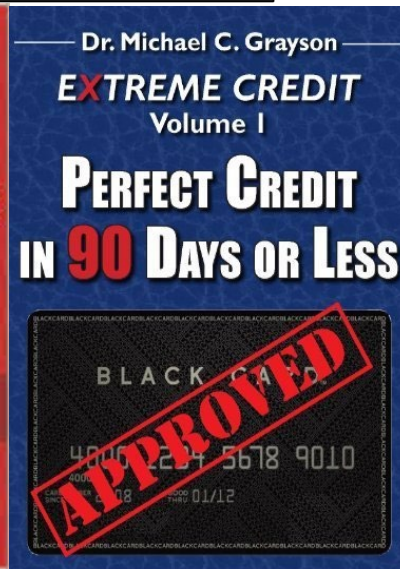
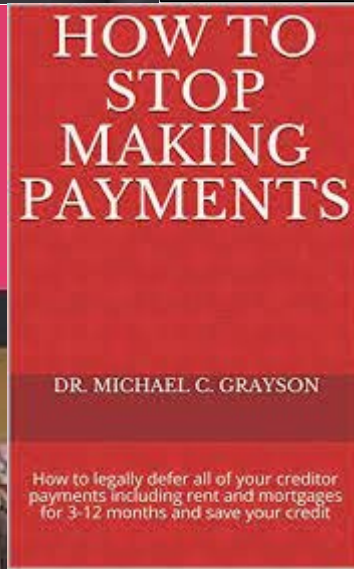
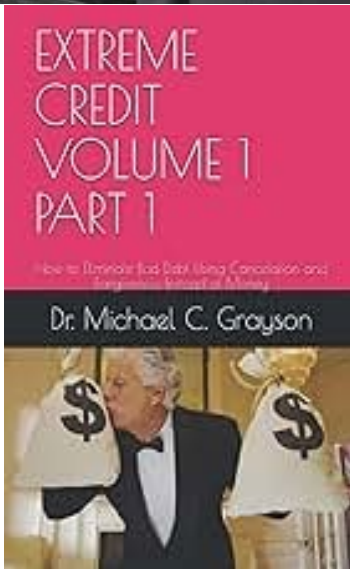
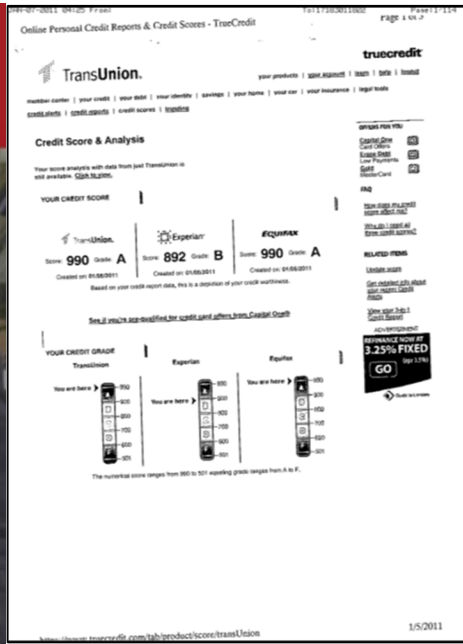
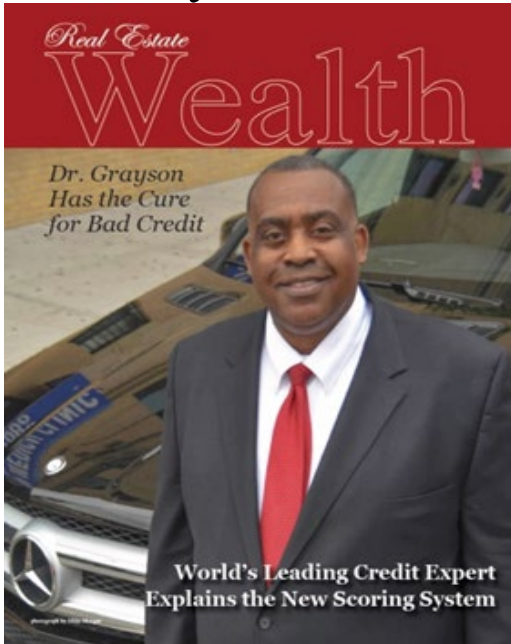
[Rule 8.5](#) Disciplinary Authority; Choice of Law

# EXHIBIT D

Code of Conduct for United States Judges

# EXHIBIT E

Dr. Grayson was Voted the World's leading credit expert.









**Dr. Michael C. Grayson Is One Of The Most Sought After Experts In The World**



**NEW YORK STATE MWBE FORUM**  
**New York Works for MWBEs**  
The Largest Forum on Business Opportunities  
THURSDAY, FRIDAY & SATURDAY / OCTOBER 25 TO OCTOBER 27, 2012  
EMPIRE STATE PLAZA CONVENTION CENTER / ALBANY, NY



9/27/2012

Dr. Michael C. Grayson  
Strategic Credit Restoration  
DrMichaelCGrayson@yahoo.com

Dear Dr. Grayson:

On behalf of the Governor's Office, I am delighted to invite you to participate as a *Featured Presenter* at the **2012 New York State MWBE Forum**, the second annual Conference and Exposition for Minority and Women Business Enterprises. The event will be held **October 25-27 at the Empire State Plaza Convention Center in Albany, NY.**

**YOUR SESSION.** The session at which you would be speaking, *"The Leadership GameChanger – Your Credit Reputation,"* will take place on **Saturday, October 27, from 8:15 AM to 9:30 AM.** The presentation will focused on how ones credit history can be a key factor of business success.

**SESSION SNAPSHOT.** I have attached a snapshot of your proposed session and a preliminary event program. I also encourage you to visit the event website located at [www.nysmwbeforum.org](http://www.nysmwbeforum.org) for more information. Last year, the conference attracted more than 1,000 participants. This year we expect to exceed that record.

**COMPLIMENTARY REGISTRATION.** As a courtesy, you will receive a complimentary registration to the event. Please proceed to register online at <http://registration.nysmwbeforum.org>, indicate that you are a speaker and use the following registration code: **SpeakerComp2012.** [Please note this code is case sensitive]

**CONFIRMATION AND PLANNING CONFERENCE CALL.** Please confirm your ability to participate in the session. Once confirmed, we will be scheduling a planning call with your session moderator and panelists. If you have any questions, feel free to contact me at 718.646.2700 x 101 or email me at [rsacks@sackscom.com](mailto:rsacks@sackscom.com).

We look forward to your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Renee Sacks".

Renee Sacks, Ph. D.  
Event Producer, Sacks Communications, Inc.  
NYS MWBE Forum  
Office: 718.646.7100 ext.101  
[info@nysmwbeforum.org](mailto:info@nysmwbeforum.org)  
[exhibit@nysmwbeforum.org](mailto:exhibit@nysmwbeforum.org)

# Exhibit F

proclamation of excellence. No other credit agency in this country has received this honor.



**EXHIBIT G.**

Gujarati DEFENDANT caused to be published derogatory statements about the Plaintiff and his business which were published on an online public court forum. A copy of the statements is attached and marked as

**Full docket text: 09/29/2023**

**ORDER ADOPTING [170] REPORT AND RECOMMENDATION:**

Familiarity with the detailed procedural history and background of this action is assumed herein.

On August 24, 2023, Magistrate Judge Lois Bloom issued a Report and Recommendation ("R&R") recommending that Defendant Equifax Information Services LLC's motion for summary judgment ("Defendant's Motion"), ECF No. 143, be granted in part and denied in part and that *pro se* Plaintiff Dr. Michael C. Grayson's motion for summary judgment ("Plaintiff's Motion"), ECF No. 169, be denied. *See generally* R&R, ECF No. 170. Specifically, the R&R recommended that the Court grant Defendant's Motion except as to (1) Plaintiff's negligence claims pursuant to Sections 1681e(b) and 1681i of the Fair Credit Reporting Act ("FCRA") as they relate to Defendant's removal of the US Bank auto loan account from Plaintiff's credit file in June 2017, and (2) Plaintiff's claim for actual economic damages resulting from the denial of credit by Comenity, and recommended that the Court deny Plaintiff's Motion in its entirety. *See* R&R at 34.

On September 6, 2023, Plaintiff filed objections to the R&R. *See generally* Plaintiff's Response in Opposition to R&R, ECF No. 172 (in 90-page submission, raising specific objections to the R&R and other more general arguments, and offering various observations and theories). On September 7, 2023, Defendant filed objections to the R&R. *See generally* Defendant's Objections to R&R, ECF No. 171 (commending Judge Bloom for "reducing thousands of pages of [Plaintiff]'s haphazard and unintelligible filings into a cogent and well-reasoned R&R," but arguing that Judge Bloom erred in allowing any of Plaintiff's claims to survive summary judgment, and raising specific objections to that portion of the R&R that recommended denial in part of Defendant's Motion). Neither party filed a response to the other party's objections. *See generally* docket.

A district court "may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1); *see also* Fed. R. Civ. P. 72(b)(3). A district court "shall make a de novo determination of those portions of the report or specified proposed findings or recommendations to which objection is made." 28 U.S.C. § 636(b)(1); *see also* Fed. R. Civ. P. 72(b)(3) (providing

Exhibit H  
deepfake evidence.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

WILLIAM SHEEHAN,  
Plaintiff

v.

KING COUNTY, EXPERIAN aka TRW, et al.,  
Defendants

NO. C97-1360WD

ORDER ON EXPERIAN'S MOTION FOR PRELIMINARY INJUNCTION,  
PLAINTIFF'S MOTION TO VACATE TRO AND EXPERIAN'S MOTION FOR  
FINDING OF CONTEMPT

---

Defendant-counterclaimant Experian Information Solutions, Inc. ("Experian"), in its amended answer, asserts counterclaims for injunctive relief against plaintiff William A. Sheehan, III, alleging defamation, commercial disparagement, interference with a lawful business, negligence, and willful and wanton misconduct. Jurisdiction as to the counterclaims is based upon 28 U.S.C. § 1367(a). The counterclaims arise from plaintiff's having published certain material on his Internet web site. Experian has moved for a preliminary injunction enjoining plaintiff from engaging in the following conduct during the pendency of this case:

Posting on the web site found at *<http://billsheehan.com>* or any other web site, any false or defamatory statements about Experian, its employees or agents, or any other language specifically calculated to induce others to harass, threaten or attack Experian, its employees or agents, including but not limited to their social security numbers, home phone numbers and maps to their homes.

Oral argument on this and other motions was heard in open court on July 6, 1998. All arguments presented, and the briefs filed (including an amicus curiae brief by the American Civil Liberties Union of Washington), have been fully considered.

The motion for a preliminary injunction is directed to two types of statements: those claimed to be defamatory, and those that reveal personal information about Experian's employees and lawyers. It will be assumed, for purposes of the motions now decided, that Experian has standing to seek injunctive relief as to both types of statements.

To obtain a preliminary injunction, the moving party must show either (1) a combination of a strong chance of success on the merits and the possibility of

irreparable harm, or (2) the existence of serious questions going to the merits and a balance of hardships tipping sharply in its favor. *Bernard v. Air Line Pilots Ass'n. Intern., AFL-CIO*, 873 F.2d 213, 217 (9th Cir. 1989). These are not two distinct tests, but opposite ends of a continuum in which the showing of harm varies inversely with the showing of meritoriousness. *Republic of the Philippines v. Marcos*, 862 F.2d 1355, 1362 (9th Cir. 1988) (en banc), *cert. denied*, 490 U.S. 1035 (1989).

Beyond the standard preliminary injunction test, an additional factor is present here. Under the First Amendment guarantee of freedom of speech, a distinction is made between damages awards following trial (in defamation cases, for example) and prior restraints on speech. Restraining orders and injunctions "are classic examples of prior restraints" and as such are presumed to be unconstitutional. *Alexander v. United States*, 509 U.S. 544, 550 (1993). *See also Vance v. Universal Amusement Co.*, 445 U.S. 308, 316 n.13 (1980) (citing *Bantam Books v. Sullivan*, 372 U.S. 58, 70 (1963)); *New York Times Co. v. United States*, 403 U.S. 713, 714 (1971). The First Amendment does not tolerate even temporary suppression of speech that might ultimately be found to be protected. *See Vance*, 445 U.S. at 316, n.13. Thus, a court will not enjoin speech that might be, but has not yet been, found defamatory. *See generally, Near v. Minnesota*, 283 U.S. 697 (1931).

A narrow exception allows prohibition of speech that "is directed to inciting or producing imminent lawless action and is likely to induce or produce such action." *Brandenburg v. Ohio*, 395 U.S. 440, 447 (1969). The Supreme Court has made clear that the exception does not permit courts to suppress speech that amounts only to a generalized advocacy of illegal action. *See, e.g., Hess v. Indiana*, 416 U.S. 105, 107 (1973); *Terminiello v. City of Chicago*, 337 U.S. 1, 3 (1949); *Bond v. Floyd*, 385 U.S. 116, 113 (1966); *Kingsley Int'l Pictures Corp. v. Regents of University of N.Y.*, 360 U.S. 684, 689 (1959); *cf. Planned Parenthood v. American Coalition*, 945 F. Supp. 1355, 1371 (D. Or. 1996).

The Internet is an arena of free speech. *See Reno v. American Civil Liberties Union*, 117 S. Ct. 2329, 2334 (1997). Accordingly, the motion for a preliminary injunction must be decided with First Amendment protection in mind.

The record shows that the plaintiff's web site has contained grievances against government officials, credit reporting agencies, and debt collection services; scurrilous expressions of opinion (e.g., referring to Experian as "criminally insane" and to named persons as "assholes," "jerkoffs," and "scumbags"); and other allegations that are claimed to be defamatory. It has also contained information about credit agency employees and attorneys (including home addresses, street maps, home telephone numbers, fax numbers, and social security numbers); as to this category,



plaintiff declares that he obtained the information lawfully from public information sources such as the Washington Secretary of State and other Internet sites.

Plaintiff has stated that the purpose of his web site is to hold the credit companies "accountable." He argues that the addresses and telephone numbers would make it easier for others aggrieved by credit reports to serve process. With regard to one attorney, he has printed the words, in quotation marks, "please medicate these guys!" But the web site has not suggested that readers take any specific action, or that they put the information to any particular use. There is no showing that lawless action was either asked for or imminent. In fact, information of this nature has been available on plaintiff's web site since early 1997, and there is no evidence that anyone has ever been harassed, approached, or contacted by a person who viewed the site.

The First Amendment is renowned for protecting the speech we deplore as thoroughly as the speech we admire. *See, e.g., Noto v. United States*, 367 U.S. 290, 298 (1961). Plaintiffs verbal pyrotechnics have surely been offensive, but they have had a theme - his belief (whether false or overblown does not matter) that he and others are victims of credit reporting agencies. Offensive speech - even if it "stirs people to anger" - is ordinarily protected. *Terminiello*, 337 U.S. at 4.

Closely in point is *Organization for a Better Austin v. Keefe*, 402 U.S. 415 (1971), which involved a preliminary injunction against the distribution of leaflets by an organization that criticized the business methods of a real estate broker. The leaflets were meant to let "his neighbors know what he was doing to us," gave the broker's home telephone number, and asked readers to call him at home. The Supreme Court dissolved the preliminary injunction as an unconstitutional prior restraint, rejecting a claim that the broker's interest in privacy outweighed the public interest in peaceful distribution of the leaflets. *Id.* at 417-19.

The Internet is a modern version of the leaflets distributed in *Keefe*. In the absence of incitement to imminent unlawful action, the motion for a preliminary injunction must be denied.

On June 10, 1998, the court ruled on Experian's motion for a temporary restraining order by denying its motion to restrain "any false or defamatory statements about Experian, its employees or agents," but granting the motion (pending further order of the court) as to "ny language specifically calculated to induce others to harass, threaten or attack Experian, its employees or agents, including, but not limited to, their social security numbers, home phone numbers, and maps to their homes." For the reasons given above, the latter portion of the June 10 order must now be vacated because there is no evidence that plaintiff has published anything that could be deemed an incitement to imminent unlawful action. The court's statement at the June

10 hearing that "there is no other apparent reason for publishing" these materials must also be amended. The burden is not upon the plaintiff to show a reason for his communications, but upon the party seeking injunctive relief to show that speech can be enjoined under an exception to First Amendment protection; here, at least at the present stage, that has not been done. Accordingly, plaintiff's motion (inferred from his opposition papers) to vacate the temporary restraining order is granted, and that order is now vacated.

There remains Experian's motion for a finding of contempt of the June 10 restraining order. Plaintiff asserts that he complied with the order and should not be blamed for information about Experian's employees and/or attorneys having become available on other web sites. There has not been a sufficient factual showing to justify a finding of contempt and, in any event, the restraining order is now vacated.

For the reasons stated, Experian's motion for a preliminary injunction is denied, plaintiff's motion to dissolve the temporary restraining order is granted, and Experian's motion for a finding of contempt is denied.

The clerk is directed to send copies of this order to all counsel of record.

Dated: July 17, 1998.

William L. Dwyer  
United States District Judge