

ORIGINAL

No. 19-5937

FILED  
JUL 15 2019

IN THE

OFFICE OF THE CLERK  
SUPREME COURT, U.S.

SUPREME COURT OF THE UNITED STATES

Raymond Johnson — PETITIONER  
(Your Name)

Credit One Bank, et al — RESPONDENT(S)  
vs.

ON PETITION FOR A WRIT OF CERTIORARI TO

In The Court of Appeals of Maryland  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Raymond E. Johnson

(Your Name)

PO Box 2202

(Address)

Upper Marlboro MD 20773

(City, State, Zip Code)

240.619.9953

(Phone Number)

QUESTION(S) PRESENTED

- ① Did the trial court wrongfully deny Johnson's Fifth Amendment rights when this court failed to allow Johnson to present his motions to enforce settlement agreement against LUNV, Resurgent Capital Services, and True Accord only?
- ② Was Johnson's due process rights violated when the trial court failed to allow Johnson to attend no-fee based mediation with the respondents-defendants LUNV, Resurgent Capital Services, and True Accord only?
- ③ Did the trial court engage in white-washing of the evidence when the trial court failed to admit any of Johnson's admissible evidence in this case and/or motions in an orchestrated effort to assist opposing counsel Mr. Patrick K. Burns who is of the majority face with his underlying claims defense Johnson in a minority
- ④ Did LUNV, Resurgent Capital Services, and True Accord violate Johnson's First Amendment rights when respondents compelled court max parte communication

## LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

- ① Raymond Johnson (Petitioner)
- ② LVNU (Respondent)
- ③ Resurgent Capital Services  
(Respondent)
- ④ True Accord (Respondent)

## TABLE OF CONTENTS

OPINIONS BELOW.....	1
JURISDICTION.....	
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED .....	
STATEMENT OF THE CASE .....	
REASONS FOR GRANTING THE WRIT .....	
CONCLUSION.....	

## INDEX TO APPENDICES

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

Appendix G

Appendix H

Appendix I

See typed version for Appendix  
attachment

### TABLE OF AUTHORITIES CITED

#### CASES

#### PAGE NUMBER

- Hogan v. Lagos 2 Conn App. 602 (2010) (October 26, 2010) (Attorney's have apparent authority to settle a case)
- Clark v. Elza (Oral Settlement agreements are binding)  
See typed petition for additional case law.

#### STATUTES AND RULES

US Supreme Court Rule 39 Proceeding  
in forma pauperis

#### OTHER

Constitution of the United States of America

IN THE  
SUPREME COURT OF THE UNITED STATES  
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

[ ] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix \_\_\_\_\_ to the petition and is

[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

The opinion of the United States district court appears at Appendix \_\_\_\_\_ to the petition and is

[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

[ ] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix A to the petition and is

[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

The opinion of the \_\_\_\_\_ court appears at Appendix \_\_\_\_\_ to the petition and is

[ ] reported at \_\_\_\_\_; or,  
[ ] has been designated for publication but is not yet reported; or,  
[ ] is unpublished.

## JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was \_\_\_\_\_.

No petition for rehearing was timely filed in my case.

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

An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_A\_\_\_\_\_.  
  
*✓*

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

For cases from **state courts**:

The date on which the highest state court decided my case was \_\_\_\_\_.  
A copy of that decision appears at Appendix A.

*MO Court of Appeals*

A timely petition for rehearing was thereafter denied on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_A\_\_\_\_\_.  
  
*✓*

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

**CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

1. Fourth Amendment
2. Fifth Amendment
3. Sixth Amendment
4. Ninth Amendment
5. First Amendment

#### STATEMENT OF THE CASE

Johnson's Civil rights were violated at the trial court level. The trial court allowed WNV, Resurgent Capital Services opposing law firm Gordon Hees collude with the trial court and engage in illegal ex parte communications to deny Johnson who is of a minority race the chance to present his evidence and motions to enforce settlement agreement and discovery evidence to the court. The court denied Johnson's fifth and sixth Amendment rights. On or around March 27, 2018 when the trial court ordered Johnson to testify against himself when Johnson was an unrepresented pro se Plaintiff. The trial court allowed WNV opposing counsel Mr. Patrick K. Burns to submit his defendants WNV, Resurgent Capital Services, and True Accord motion via ex parte communications with the trial in an order and orchestrated effort to deny Johnson the right to respond to his motion which denied Johnson the right to a fair and impartial trial.

REASONS FOR GRANTING THE PETITION

Johnson v. Credit One Bank, et al should be granted because all the respondents orally agreed to make a settlement a settlement payment in the amount of \$14,999.00 to Johnson and delete the erroneous charge-off LVNV Funding is reporting on Johnson's Equifax Credit Report. Credit One Bank, et al failed to honor the first settlement agreement. Public policy favors settlement. The respondents have continued to violate the terms of the first settlement agreement and release Johnson from illegal credit reporting and debt collection practices. LVNV Funding had a 38 million dollar judgment entered against in Baltimore Circuit Court for failing to provide consumers with debt validation which violated the FDCPA and FCRA. See Finch v. LVNV Funding. If the Courts allow LVNV to continue to engage in ex parte communications through opposing counsel, LVNV will be able to continue to deny consumers fair trials and will continue to engage in consumer fraud.

## **CONCLUSION**

The petition for a writ of certiorari should be granted.

Respectfully submitted,

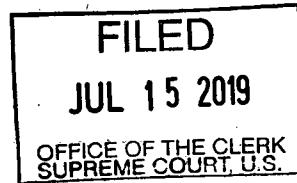
  
Raymond Johnson  
Date: July 15, 2019

19-5937

**OFFICE OF THE CLERK  
SUPREME COURT OF THE UNITED STATES**

Plaintiff name(s), )  
Raymond Johnson )  
PO BOX 2202 )  
Upper Marlboro, MD 20773 )  
Petitioner )  
vs. )  
Serve On: )  
Credit One Bank )  
Legal Department )  
585 Pilot Rd )  
Las Vegas, NV 89119-3619 )  
(Respondent) )  
Resurgent Capital Services )  
55 Beattie Place )  
Ste 110 MS576 )  
Greenville, SC 29601 )  
(Respondent) )  
Serve On: )  
LVNV Funding, LLC )  
625 Pilot Rd )  
Suite 3 )  
Las Vegas, NV 89119 )  
(Respondent) )  
Serve On: )  
True Accord )  
303 2<sup>nd</sup> Street Suite 750 )  
San Francisco, CA 94107 )  
(Respondent) )

Petition Docket:



**PETITIONER FOR WRIT OF CERTIORARI**

(Proceeding in Forma Pauperis)

(AS TO RESPONDENTS RESURGENT CAPITAL SERVICES, LP, LVNV  
FUNDING, LLC, AND TRUE ACCORD ONLY)

APPEAL FROM THE MD COURT OF APPEALS  
(THE HONORABLE MARY ELLEN BARBERA )

**CITATION OF SOURCES:****ONLINE SOURCES**

Stauffer, Brian, (2016, January, 20). Human Rights Watch: Rubber Stamp Justice: US Courts, Debt Buying, and the Poor Retrieved URL: <https://www.hrw.org/report/2016/01/20/rubber-stamp-justice/us-courts-debt-buying-corporations-and-poor>

( 2019) Fraud.org. Credit, Debt, and Loans: Phantom Debt Retrieved URL: [https://www.fraud.org/phantom\\_debt](https://www.fraud.org/phantom_debt))

Dantus, Courtney-Rose 2017, October 17,) How to tell the difference between a legitimate debt collector and scammers Retrieved from: <https://www.consumerfinance.gov/about-us/blog/how-tell-difference-between-legitimate-debt-collector-and-scammers/>)

Wright, L., E, Robert (2015, September, 23) Everything said in Mediation is confidential. Really? Maybe. Limits of Mediation Confidentiality In? Michigan.  
<http://www.legalnews.com/flintgenesee/1412965>

City of Hays, Kansas v. Vogt, Retrieved from:  
[https://ballotpedia.org/City\\_of\\_Hays,\\_Kansas\\_v.\\_Vogt](https://ballotpedia.org/City_of_Hays,_Kansas_v._Vogt)

Neufell, Christina, (2018, July, 12). District Court for Prince George's County, MD Transcript, pages 7, 41 etc

**PETITIONER FOR WRIT OF CERTIORARI:  
(PROCEEDING FORMA PAUPERIS)**

Now comes Petitioner, Raymond Johnson, pursuant to Rule 39, submits the following Petition for Writ of Certiorari as he proceeds in forma pauperis, as follows:

1. This case originated in the District Court for Prince George's County, Case Number 050200178112017, Case Name: Johnson vs. Credit One Bank, Resurgent Capital Services, LVNV Funding, and True Accord only
2. The District Court for Prince Georges, MD entered the following info on MD case search: Complaint no: 001 Johnson vs Credit One Bank Judgment Type: DISMISSAL (UPON STIPULATED TERMS RULE 3-506(B)) Judgment Date: 03/14/2018
3. The District Court for Prince Georges, MD entered the following info on MD case search: Complaint no: 002 Johnson vs Resurgent Capital Services Judgment Type: JUDGMENT IN FAVOR OF THE DEFENDANT ENTERED Judgment Date: 03/27/2018
4. The District Court for Prince Georges, MD entered the following info on MD case search: Complaint no: 003 Johnson vs LVNV Funding, LLC Judgment Type: JUDGMENT IN FAVOR OF THE DEFENDANT ENTERED Judgment Date: 03/27/2018
5. The District Court for Prince Georges, MD entered the following info on MD case search: Complaint no: 004 Johnson vs True Accord Judgment Type: JUDGMENT IN FAVOR OF THE DEFENDANT ENTERED Judgment Date: 03/27/2018
6. The case was then heard on appeal in the Circuit Court for Prince George's County, MD on 01/11/2018 case number CAL18-29201
7. This case has not been decided by the US Supreme Court.
8. The Opinion and Order of the Circuit Court for Prince George's County, MD January 17, 2019 was not docketed on MD case search until January 23, 2019. The Circuit Court Opinion and Order did not adjudicate all of Johnson's claims and only made an

opinion based on Johnson's defamation count and affirmed the erroneous judgment in favor of defendants entered in favor of Resurgent Capital Services, LVNV, and True Accord only based on Johnson's defamation count only. However, Johnson sued Resurgent Capital Services, LVNV, and True Accord for violation of other counts including but not limited to Fraud, Invasion of Privacy, Breach of Contract, Unjust Enrichment, and other counts. The opinion and order from the Circuit Court did not rule upon Johnson's motion to enforce settlement agreement and did not issue an order affirming District Courts ruling based on other counts Johnson listed in his complaint. In addition, the District Court for Prince George's County only ruled upon Johnson's defamation count. The District Court for Prince George's County did not rule upon Johnson's other counts and did not allow Johnson to argue his other counts including breach of contract, fraud, unjust enrichment counts, intentional infliction of emotional distress counts and other counts.

9. The MD court of appeals denied the Writ of Certiorari on April 19, 2019.

#### **QUESTIONS PRESENTED FOR REVIEW**

1. Did the Circuit Err by failing to rule upon Johnson's motion to enforce settlement agreement against Resurgent Capital Services, LVNV, and True Accord only?
2. Did the District Court Err by failing to hold a motions hearing and failing to allow Johnson to cross examine witnesses including Mr. Burns, Jackson Walker, and Melissa Clark?
3. Did the District Court Err by failing to order the parties Resurgent Capital Services, LVNV, True Accord, and Johnson to no-fee based mediation with the Keybridge Center for Conflict Resolution?
4. Did the District Court Err by failing to order Resurgent Capital Services, LVNV, True Accord opposing Patrick Burns to serve his memorandum/motion for judgment to Johnson before trial? (special note: Mr Burns failed to serve his defendants Resurgent Capital Services, LVNV, and True Accord motion for judgment to Johnson before the trial date violating MD rule 1-321: Service of Pleadings, so that Johnson would not have a chance to respond before trial conducted on behalf of the remaining three

defendants Resurgent Capital Services, LVNV, and True Accord in order to rig the trial against Johnson).

5. Did the District Court Err and Circuit Court err in affirming the judgment in favor of defendants Resurgent Capital Services, LVNV, and True Accord only and err in granting Mr. Burns opposing counsel for Resurgent Capital Services, LVNV, and True Accord only defendants motion for judgment even though this motion was not served to Johnson before trial date which violates MD rule 1-321 and did not give Johnson 15 days to respond to Mr. Burns motion for judgment violating Johnson's due process rights (Mr. Burns provided Johnson a copy of the motion for judgment the day of trial which was not sufficient, because the MD rules require motions to be served upon a party before the trial date so the opposing parties such as Johnson have a chance to respond.)
6. Did the District Court and Circuit Court err in failing to order Mr. Burns to file his defendants Resurgent Capital Services, LVNV, and True Accord motion for judgment with the clerks office, so that the clerk's office could docket Mr. Burn's motion for judgment on MD case search?
7. Did the District Court and Circuit Court err in failing to order Mr. Burns to serve Johnson with his Memorandum of Law and Motion for Judgment before the trial date, so that Johnson would have a chance to respond before trial? Was Mr. Johnson fifth amendment rights violated when the court did not give Johnson chance to respond to Mr. Burns motion for judgment which was illegally submitted via an ex parte communication. Was Mr. Johnson sixth Amendment rights violated when Johnson was made to testify against himself and was not able to confront witnesses from Resurgent Capital Services, LP, LVNV Funding, and True Accord who were a party to the case?
8. Is the MD court of appeals reason for the denial of Johnson's writ of certiorari based on the MD Court of Appeals claim that Johnson's case is not in public interest inaccurate?
9. Johnson's Supreme Court petition is based upon the premise that respondents LVNV, Resurgent Capital Services, and True Accord who were represented by Gordon Rees Scully Mansukhani, LP lawfirm opposing counsel Mr. Patrick Burns have continued to violate Johnson's public policy rights through failing to honor the settlement. The respondents have continued to try to collect on an invalid and disputed previously

settled credit one bank account that is a phantom debt (invalid debt). Have the respondents violated Johnson's public policy rights in favor settlement through continuing to pursue Johnson for a disputed previously settled Credit One Bank credit card account?

10. Will the consumer population as a whole be negatively impacted if alleged debt buyers are given a free pass from the courts to continue to pursue consumers for previously settled invalid credit cards accounts? Will the consumer population public policy rights be violated if the courts allow alleged debt buyers LVNV, Resurgent Capital Services, and True Accord to buy and sell consumers social security numbers to various alleged debt buyers which will enable them to morph multiple trade-lines on a consumers credit report of the same phantom debt which constitutes false credit reporting and fraud?
11. Does public policy in favor of settlement affect the population? Was Johnson fifth amendment rights violated when the Gordon Rees Scully Mansukhani, LP and the trial court prohibited Johnson from presenting his case in court and and put Johnson who is pro se on the witness stand instead to testify against himself in order to subject Johnson to potential self-incrimination?
12. Was Johnson's civil rights violated and did opposing counsel Patrick K. Burns and Honorable Gerard F. Devlin violate the civil rights act of 1964 when they denied Johnson the right to present and argue his motions at trial?

#### **LIST OF PARTIES**

1. Raymond Johnson (Petitioner)
2. Resurgent Capital Services (Respondent)
3. LVNV (Respondent)
4. True Accord (Respondent)
5. Credit One Bank (Respondent)

**TABLE OF CONTENTS**

<b>Chapter Title</b>	<b>Page Number</b>
Introduction-State of Review	8
Circuit Court Erred	12
Trial Court Errors (District Court for Prince Georges County, MD Continued)	14
Appendices Listing	20
Background Information	23
Arguments	24
Closing Argument	30

## INDEX TO APPENDICES

- Appendix A- In the Court of Appeals In MD Denial of Petition
- Appendix B Equifax Credit Report
- Appendix C- Court Transcripts Page 1, 5, 34
- Appendix D- District Court of MD Case Docket Case name: Johnson vs. Credit One Bank, et al case no. 050200178112017
- Appendix E- Circuit Court Case Docket Case name: Johnson vs. Credit One Bank, et al case no. CAL1829201
- Appendix F Circuit Court Opinion and Order/Final Entry of Judgment/Permanent Injunction Ordered Moot
- Appendix G Circuit Court Ordering Appellant-Plaintiff Final Entry of Judgment/Permanent Injunction against Resurgent Capital Services, LP, LVNV, and True Accord Only
- Appendix H Page 44, 41 of District Court Transcript
- Appendix I Opposing Counsel Patrick Burns Memorandum of Law/Motion for Judgment(court transcript page 7)  
Submitted Via Ex Parte Communication

## TABLE OF AUTHORITIES

- MARYLAND CASE LAW RELEVANT TO THE ENFORCEABILITY OF SETTLEMENT AGREEMENTS
- Hogan v. Lagosz, 124 Conn App. 602 (2010) (October 26, 2010) (Attorney's have apparent authority to settle a case)
- Clark v. Elza (Oral Settlement Agreements)

## OTHER CASE LAW RELEVANT TO OTHER LAWSUITS FILED AGAINST LVNV

In Finch v. LVNV Funding, LLC (Baltimore Circuit Court entered a 38 million dollar judgment against LVNV Funding, LLC via a class action lawsuit.)

Hays, Kansas v. Vogt.(No one should be ordered in a court of law to testify against himself)

### **STATUTES, RULES**

US Supreme Court Rule "39" Proceeding in Forma Pauperis

### **OTHER**

Constitution of the United States of America

### **PERTINENT CONSTITUTIONAL PROVISIONS, STATUTES, ORDINANCES OR REGULATIONS**

### **FIFTH AMENDMENT, SIXTH AMENDMENT, AND NINETH AMENDMENT**

**NONE.**

**OPINIONS BELOW**

**SEE APPLICATION**

**STATEMENT OF WHY REVIEW OF THESE ISSUES BY THE US SUPREME COURT IS DESIRABLE AND IN THE PUBLIC INTEREST WHEN IT COMES TO ALLEGED DEBT BUYER LVNV DEFAULTED ON THE FIRST SETTLEMENT AGREEMENT WITH JOHNSON AND HOW IT COULD AFFECT THE POPULATION WHEN AN ALLEGED DEBT BUYER TRIES TO COLLECT ON BEHALF OF AN ALLEGED CREDITOR SUCH AS CREDIT ONE BANK WHEN THE ALLEGED ORIGINAL CREDITOR HAS ALREADY SETTLED WITH THE**

## **CONSUMER DISPUTING THE DISPUTED CREDIT CARD ACCOUNT THE ALLEGED DEBT BUYER HAS ALLEGEDLY BOUGHT?**

### **PUBLIC POLICY FAVORS SETTLEMENT AMONG THE PARTIES**

Resurgent Capital Services, LVNV, and True Accord only (respondents-defendants) breached the first settlement agreement that they entered into with Johnson (petitioner-plaintiff) and that affects the consumer population in a negative way because Resurgent Capital Services, LVNV, and True Accord only who are alleged debt buyers/alleged collections agency are still inaccurately reporting an invalid collections account in the disputed amount of \$701.00 on Mr. Raymond Johnson credit report with the inaccurate trade-line "Charge-off" with the note: original creditor: Credit One Bank (respondent-defendant) who is an alleged creditor who previously settled with Johnson at the trial court (The District Court for Prince George's County, MD) on Mr. Johnson credit report with Equifax. The alleged creditor Credit One Bank paid Mr. Johnson \$1,000.00 to settle the lawsuit against alleged creditor Credit One Bank only (which was/is the second settlement agreement).

<sup>1</sup> If the courts allow Resurgent Capital Services, LVNV, and True Accord only to continue to report an invalid LVNV collections account with portfolio indicator: original creditor portfolio status: Credit One Bank disputed account on Mr. Johnson credit report that will violate Mr. Johnson's public policy rights that favor settlement agreements, violate consumer fraud laws, state defamation of character laws as alleged debt buyers don't have the right to re-age disputed accounts that were previously settled with alleged original creditors. The consumer population will continue to be defrauded by alleged debt buyers who fail to provide debt validation. Johnson is requesting the courts preclude debt buyers from reporting inaccurate negative information on consumers credit reports without debt validation in the form a contract or credit application with a handwritten signature, electronic signature, or electronic agreement (e-mail confirmations will suffice or some other electronic means). Statements, invoices, and collection letters are not debt validation.

---

<sup>1</sup> Due process- Fair treatment by the normal judicial system, especially as a citizens entitlement.

Resurgent Capital Services, LVNV, and True Accord's failed to remove the fraudulent and invalid LVNV collections account with an invalid "charge-off" status in the invalid amount of \$701.00 on Johnson's Equifax credit report which has given Mr. Johnson the right to file an appeal to enforce the first settlement agreement that Resurgent Capital Services, LVNV, and True Accord only entered into with Johnson. Resurgent Capital Services, LVNV, and True Accord only agreed to make a settlement payment in the amount of \$14,999.00 to Johnson (which is the first settlement agreement).

Johnson is requesting the US Supreme Court stop Resurgent Capital Services, LVNV, and True Accord only from their illegal debt collection practices that if continued could cost and has already cost consumers millions in the near future since consumers could be forced to pay millions to illegitimate debt buyer LVNV or other illegitimate debt buyers and illegitimate collections agencies that have *No Standing to Sue* consumers on previously settled disputed credit card accounts which violates due process law and violation of public policy law which precludes any alleged debt buyer or alleged creditor from collecting any additional monies from a consumer once a disputed account is already settled.

In this case, Credit One Bank acknowledged that Johnson did not owe Credit One Bank any monies. Johnson does not owe alleged debt buyers Resurgent Capital Services<sup>1</sup>, LVNV, and True Accord only any money either. Even after Credit One Bank only settled with Johnson, LVNV alleged debt buyer continued to report the erroneous Credit One Bank account under the LVNV name on Johnson's Equifax credit report.

According to the Human Rights Watch website, every year several hundred thousand people get sued by companies that they never did business with and may never have heard of. These firms are called debt buyers and even though they have never loaned anyone a penny. Millions of Americans are sued by them as these debt buyers allege that these millions of Americans allegedly owe them money without producing a shred of evidence that

---

<sup>1</sup> No standing to sue- Debt buyers who have a legal interest in case but can't prove or must prove they own the alleged debt and it is owed.

money is actually allegedly owed. Debt buyers are disenfranchising poor consumers that often do not owe these alleged debts (visit: <https://www.hrw.org/report/2016/01/20/rubber-stamp-justice/us-courts-debt-buying-corporations-and-poor>)

In Finch v. LVNV Funding, LLC, Baltimore Circuit Court entered a 38 million dollar judgment against LVNV for violating consumer protection laws. Over 1,500 people sued LVNV as a part of a class action lawsuit.

### **STATEMENT OF THE CASE**

Pursuant to -rule ( 39), the petitioner Mr. Raymond Johnson files this petition with the United States Supreme Court in forma pauperis. The reason why Mr. Johnson is petitioning this case to the United States Supreme Court is because public policy favors settlement. Resurgent Capital Services, LVNV, and True Accord only failed to honor the first settlement agreement which is between Johnson and Resurgent Capital Services, LVNV, and True Accord. The three remaining respondent-defendants failed to honor the first settlement agreement and make a settlement payment in the amount of \$14,999.00 to the petitioner (Johnson) as Resurgent Capital Services, LVNV, and True Accord only originally agreed (see court transcript). Resurgent Capital Services, LVNV, and True Accord only failed to honor the first settlement which states that Resurgent Capital Services, LVNV, and True Accord only would remove the fraudulent LVNV collection account with disputed account numbers 4447-9622-9262-XXXX from the petitioners credit report.

Although the disputed LVNV collections account was removed from Mr. Johnson Experian and Transunion credit reports by Experian and Transunion on their own initiative, the fraudulent LVNV collection account remains on Mr. Johnson Equifax credit report and is being disputed as a fraudulent charge-off.

However, Credit One Bank only did honor second settlement agreement which was

between Johnson and Credit One Bank. Credit One Bank paid Johnson \$1,000.00 to settle his claims against Credit One Bank only. Credit One Bank and Johnson signed a 3-(506) B form at the District Court for Prince George's County MD case name Johnson vs. Credit One Bank, et al case number 050200178112017 as to Credit One Bank only in which Credit One Bank only was dismissed from the lawsuit per stipulated terms per rule 3-506(B).

**THE LOWER COURTS VIOLATED JOHNSON'S FIFTH AMENDMENT RIGHTS:**  
**JOHNSON WAS DENIED A FAIR AND IMPARTIAL TRIAL**

LVNV, Resurgent Capital Services, and True Accord Only proceeded to trial denying Johnson's fifth amendment rights to no-fee based mediation. The District Court for Prince George's County, MD entered an erroneous judgment in favor of the remaining three respondents Resurgent Capital Services, LVNV, and True Accord Only without ruling upon or allowing Johnson to argue his motion to enforce settlement agreement against the remaining three respondents Resurgent Capital Services, LVNV, and True Accord Only which is discriminatory.

The District Court for Prince George's County, MD erroneously granted Mr. Burns opposing counsel for Resurgent Capital Services, LVNV, and True Accord only motion for judgment against Johnson even though this motion was not served to Johnson before trial which violates MD rule 1-321 and the fifth amendment (due process rights) which requires motions to be served to the other side (in this case Johnson) before trial. Mr. Burn opposing counsel for Resurgent Capital Services, LVNV, and True Accord submitted his motion for judgment via an illegal ex parte communication. Mr. Burns defendants Resurgent Capital Services, LVNV, and True Accord only motion for judgment was not docketed on MD case search and was not filed with the clerks office at the District Court for Prince George's County MD.

In addition, the Circuit Court erred by affirming the District Court for Prince George's County, MD erroneous trial judgment for defendants Resurgent Capital Services, LVNV, and True Accord only and did not rule upon Johnson's motions to enforce settlement agreement

against Resurgent Capital Services, LVNV, and True Accord Only violating MD rule 2-311(b) to evade the topic at hand which is that the remaining three defendants Resurgent Capital Services, LVNV, and True Accord only did agree to make a settlement payment of \$14,999.00 to Johnson (the first settlement agreement).

**JOHNSON SIXTH AMENDMENT RIGHTS WERE VIOLATED: JOHNSON WAS NOT ALLOWED TO CONFRONT THE WITNESSES THAT PUT JOHNSON ON THE WITNESS STAND TO TESTIFY AGAINST HIMSELF**

The trial court wrongfully denied Johnson's sixth amendment rights to confront the witnesses at Resurgent Capital Services, LVNV, and True Accord who falsely accused Johnson through opposing counsel Mr. Burns of allegedly owing an invalid debt in the amount of \$701.00 dollars. The court failed to rule upon Johnson's witness list and did not provide Johnson with his requested relief of a continuance, so that the parties could hold a trial and a mediation and settlement conference on two separate days. Instead, the trial court wrongfully implored Johnson to testify against himself subjecting Johnson to potential self-incrimination.

*In City of Hays, Kansas v. Vogt* was a case about the scope of the Fifth Amendment's protection against self-incrimination. The Fifth Amendment to the United States Constitution states, "No person...shall be compelled in any criminal case to be a witness against himself." Generally, the protection means that no one can be forced to testify against themselves. The question in this case is whether that protection only applies to evidence offered during a criminal trial or whether it also applies to evidence offered during pretrial proceedings, namely, during probable cause hearings. Specifically, the issue is whether a probable cause hearing falls within the definition of a criminal case.[5]

A probable cause hearing is a pretrial proceeding that occurs after criminal charges have been filed against someone. Typically, the hearing requires the prosecutor to show a valid basis for having arrested the defendant. If the court agrees that the prosecutor has

shown probable cause, the case may proceed.

In Johnson v. Credit One Bank et al, Johnson was made to testify against himself in a civil proceeding which violated Johnson's fifth amendment rights. Johnson was self represented. Johnson did enter into a settlement with Credit One Bank (which is the second settlement agreement in which Credit One Bank agreed to pay Johnson \$1,000). However, Mr. Patrick Burns, opposing counsel who represented LVNV, Resurgent Capital Services, and True Accord forced the case to trial and illegally conducted an ex parte communication with the trial court and requested that the trial court deny Johnson's fifth amendment rights to represent himself in court and deny Johnson's right to present his evidence to the trial court. Johnson is requesting that the United States Supreme Court grant Johnson's request for a hearing.

**CIRCUIT COURT FOR PRINCE GEORGES ERRED IN AFFIRMING THE TRIAL COURT'S (DISTRICT COURT FOR PRINCE GEORGE'S COUNTY, MD) ERRONEOUS DECISION. MR BURNS ADMITS THE TRIAL COURT ACTUALLY DID NOT CONSIDER ANY EVIDENCE AT TRIAL AS THE TRIAL COURT STATES ON PAGE 34 OF TRIAL TRANSCRIPT JOHNSON VS. CREDIT ONE BANK, ET AL THAT "THERE ARE NO MOTIONS PRESENT RIGHT NOW": THE TRIAL COURT DID NOT ALLOW JOHNSON TO LITIGATE AND/OR ARGUE HIS PLAINTIFF MOTION TO ENFORCE SETTLEMENT AGREEMENT AGAINST REMAINING THREE DEFENDANTS RESURGENT CAPITAL SERVICES, LVNV FUNDING, LLC, AND TRUE ACCORD ONLY: THE TRIAL COURT ERRED IN FORCING PETITIONER-PLAINTIFF-JOHNSON TO LITIGATE AN UNDERLYING CLAIM.**

Resurgent Capital Services, LVNV, and True Accord only do not have a right to litigate the underlying claim since they entered into the first settlement agreement with Johnson. (see Clark v. Elza)

The Circuit Court erred in dictating the trial courts erroneous decision noting on the

second page of the Circuit Court opinion and order that the trial court dictated into the record the following: "It can't be done. And there's no evidence as to what anybody said that was defamatory and no evidence was there to anybody that was communicated to in evidence. Speculation perhaps but no evidence. And due to that, judgment is for the defendants (referring to Resurgent Capital Services, LVNV Funding, LLC, and True accord only) in all all counts. The Circuit Court inaccurately claimed " the transcript is clear and overwhelmingly demonstrates that the trial court gave appellant every opportunity to be heard. The record illustrates that the trial court considered all the evidence and testimony."

The Circuit Court also inaccurately claimed that Johnson failed to demonstrated the Courts findings were erroneous or an abuse of discretion which could not be further from the truth.

The Circuit Court and the District Court continue to force Johnson to litigate an underlying claim based on defamation when defamation was not the only count listed in Johnson's original complaint and the District Court and Circuit Court failed to allow Johnson to litigate the case based on the first settlement agreement that was/is between Johnson and Resurgent Capital Services, LVNV, and True Accord Only. The District Court and Circuit Court failed to allow Johnson to litigate his breach of contract claims in order to shield Resurgent Capital Services, LVNV, True Accord, and Gordon Rees lawfirm only from legal liability.

Johnson and Resurgent Capital Services, LVNV, and True Accord have no right to litigate Johnson's underlying claims for defamation and/or any other claim with an exception of breach of contract because Resurgent Capital Services, LVNV, and True accord agreed to make a settlement payment in the amount of \$14,999.00 to Johnson. (See Clark v. Elza).

**THE TRIAL COURT ERRED IN GRANTING THE REMAINING THREE DEFENDANTS RESURGENT CAPITAL SERVICES, LVNV, AND TRUE ACCORD ONLY MOTION FOR JUDGMENT AS IT WAS MORE THAN LIKELY SUBMITTED VIA AN EX PARTE COMMUNICATION AT THE TRIAL COURT LEVEL AND AS SUCH ERRONEOUS**

**JUDGMENT FOR REMAINING THREE DEFENDANTS RESURGENT CAPITAL SERVICES, LP, LVNV FUNDING, LLC, AND TRUE ACCORD ONLY SHOULD BE REVERSED AND SET ASIDE**

The trial court erred in when it did not allow Johnson to argue any of his motions of evidence and did not allow Johnson to argue his case from the plaintiff's desk. Instead, the trial court put Johnson on the witness stand and separated Johnson from his motion and evidence that was on the plaintiff's desk which violated Johnson's civil rights. Johnson was/is pro se and has the right to represent himself in court. The trial court refused to allow Johnson to represent himself which is discriminatory.

**Motions can be served via various means. However, Mr. Burns did not serve his defendants Resurgent Capital Services, LVNV, and True Accord only motion for judgment to petitioner Johnson at the District Court for Prince George's County, MD via any means in order to rig the trial against the petitioner Johnson.**

The District Court for Prince Georges County, MD erroneously granted Resurgent, LVNV, and True Accord defendants motion for judgment that was not served to Johnson before the trial date which violates the MD rules of civil procedure MD rule 1-321 and was more than likely submitted via ex parte communication and The Circuit Court erroneously affirmed the District Court's Erroneous decision.

According to Mr. Burns in a letter he sent to the attorney grievance commission of MD, the trial court did not consider a single motion or evidence filed by Johnson. The truth is the trial court did not consider any of Johnson's motions or evidence. The trial court only considered Mr. Burns motion for judgment and Mr. Burns opposition motion to stay litigation (pending mediation) which is discriminatory and bias. This letter is new evidence newly discovered after the trial and can be provided to the US Supreme Court upon request.

Mr Burns opposing counsel for Resurgent Capital Services, LVNV, and True Accord only at the trial court at the District Court and on appeal at the Circuit Court even admitted to

the attorney grievance of MD in a response letter Mr. Burns wrote to the Attorney Grievance Commission of MD in response to a bar counsel complaint that the petitioner Mr. Johnson filed against Mr. Burns/Mr. Burns admitted that the trial court did not consider any evidence at trial and even forced the petitioner (Johnson) to litigate the underlying claims.

**THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY ERRED IN  
ORDERING MR. JOHNSON APPELLANT-PLAINTIFF FINAL ENTRY OF  
JUDGMENT/PERMANENT INJUNCTION AGAINST APPELLEE-DEFENDANTS  
RESURGENT CAPITAL SERVICES, LVNV, AND TRUE ACCORD MOOT**

LVNV continue to report inaccurate information on the petitioner Mr. Raymond Johnson credit report with Equifax. The Circuit Court for Prince George's County erred in ordering Johnson appellant-plaintiff final entry of judgment/permanent injunction against appellee-defendants Resurgent Capital Services, LVNV, and True Accord moot as Resurgent Capital Services, LVNV, and True Accord continue to report a fraudulent charge-off in the amount an invalid amount of \$701.00 on Mr. Johnson Equifax credit report and it leaves this motion unresolved.

---

**THE DISTRICT COURT AND CIRCUIT COURT ERRED IN THE FOLLOWING WAYS:**

- The District Court and Circuit Court Erred in Not Ruling Upon the Numerous Motions on the Trial Date which violates MD District Court rule 3-311 (which requires motions to be argued on the date of hearing/trial)
- The District Court erred in helping Mr. Patrick Burns make defense arguments based solely on the underlying claim on the trial date using Mr. Patrick K. Burns memorandum of law/motion for judgment not served before the trial date to Johnson.
- The District Court Erred by not reviewing a copy of the settlement agreements/petitioner-plaintiff Johnson motion to enforce settlement agreement against Resurgent Capital Services, LVNV, and True Accord only
- The District Court Erred by showing its partiality and openly defended defense counsel Mr. Burns/Gordon Rees opposing counsel for Resurgent Capital Services, LVNV, and

True Accord and alleging to Johnson that he did not allegedly know that the account LVNV opened on the Johnson's credit report was fraudulent when Johnson explicitly testified under oath to state that the disputed LVNV collection account ending in 6938 reporting on Mr. Johnson Equifax credit report was/is fraudulently opened by LVNV. ( Appendix A)

- The District Court erred in failing to order the CEO of Resurgent Capital Services, Bryan Faliero, or the officer of Resurgent Capital Services, and officers of True Accord and of LVNV to attend trial on a separate day from mediation and order all parties to mediation. Resurgent Capital Services, LVNV, and True Accord only opposed mediation in bad faith in order to make the case more difficult for Johnson who is pro se.
- The MD rules of civil procedure suggest that making objections to mediation orders are only appropriate in the Maryland Rules for potential exemption from a mediation order is the domestic violence exception in Maryland Rule 9-205, which governs mediation of child access cases. Rule 9-205(B)(2) provides that "(i)f a party or a child represents to the court in good faith that there is a genuine issue of physical or sexual abuse of the party or the child, and that, as a result, mediation would be inappropriate, the court shall not order mediation."
- Johnson vs. Credit One Bank, et al is a civil case in which makes mediation appropriate and proper. Resurgent Capital Services, LVNV, and True Accord only put forth no meritorious argument to oppose mediation. Johnson vs. Credit One, et al is not a domestic violence case. Johnson vs. Credit One Bank, et al is not a criminal case. Johnson vs. Credit One, et al is a civil case and mediation is proper for such case.
- Mediation and Trial should've been held on a separate day from trial. In addition, the trial judge erred in not holding a motions hearing since the District MD Court rules require the trial court to rule on all motions and most motions were not even ruled upon which is a violation MD district court rule 3-311 which requires motions to be ruled upon within 15 days of filing and/or heard at trial if filed within ten days of the trial date.

(see Appendix D- District Court for Prince County, MD Case Docket)

- The trial court erred in not ordering the principals of Resurgent Capital Services, LVNV, and True Accord only to be present and making defense arguments and making untruthful comments claiming the plaintiffs claims were speculative helping the defense when the principals of Resurgent Capital Services, True Accord, and LVNV Funding, LLC weren't even present which is improper. The Court can't help or hurt a party during oral argument who is not even present (see *Shah v. Texas Dept. of Criminal Justice*, No. 12-CV-02126)

#### **JOHNSON FIFTH AMENDMENT RIGHTS WERE VIOLATED**

The trial court discriminated against the petitioner denying him a full and fair opportunity to cross examine witnesses and present evidence to the court. The trial court violated Johnson's fifth amendment due process rights. The trial court did not rule upon Johnson's witness list and conduct a motions hearing to allow Johnson to argue his motions, case law, and present evidence to the court.

In addition, the court did not rule upon Mr. Johnson's witness list. Mr. Johnson awaited for the court to approve Mr. Johnson's witness list in which Mr. Johnson included two witnesses including

1. Mr. Patrick K. Burns, Gordon Rees, opposing counsel, representing Resurgent Capital Services, LP, LVNV Funding, LLC, and True Accord Only
2. Jackson Walker, General Counsel, Resurgent Capital Services, LP

Mr. Johnson had other communications in which Mr. Johnson would like to add additional witness including

3. Ms. Melissa Clark, Benefits Analyst, Resurgent Capital Services, LP,

4. Custodian of Records for Equifax
5. Aletha Smith Office Administrative Assistant/Biller, RIMS Center for Enrichment & Development, LLC.(behavioral health facility)
6. Emily C. Hooker, employee Gordon Rees Law firm
7. Other witnesses as needed

---

**PUBLIC POLICY FAVORS SETTLEMENT CONFERENCES AND MEDIATION AS A TOOL TO AVOID PROTRACTED LITIGATION**

It is not that courts do not appreciate or value the need for confidentiality in mediation. As one court explained, "Public policy favors the settlement of lawsuits, a policy embodied in Rule 408 of the Federal Rules of Evidence.... The integrity of the mediation process depends on the confidentiality of discussions and offers made therein." Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc., 332 F.3d 976, 979 (6th Cir. 2003). Taken from: **Wright, L., E, Robert (2015, September, 23) Everything said in Mediation is confidential. Really? Maybe. Limits of Mediation Confidentiality In? Michigan.**

Public policy favors the settlement of lawsuits which is embodied in the federal rule 408 of civil procedure which promotes settlement discussions, confidential mediation, and the settlement of lawsuits. Johnson's argues that the burden of costs should be on Resurgent Capital Services, LVNV, and True Accord Corporation for forcing the case to trial. Opposing counsel Mr. Patrick Burns violated the attorney rules of professional conduct when he forced the case to trial. Mr Burns violated the Maryland Attorney Rules of Professional Conduct rule 19-B Ideals of Professionalism which explicitly state under Fairness, Civility, and Courtesy An attorney should:

(6) when appropriate and consistent with duties to the client, negotiate in good faith in an effort to avoid litigation and, where indicated, suggest alternative dispute resolution.

Mr. Burns failed to submit to mediation and continued to file bad faith oppositions to Johnson's motion for mediation. Mr. Burns decided to oppose mediation in order to use his opposition to mediation as a way to harass Johnson and submit his motion for judgment against Johnson via an illegal ex parte communication.

LVNV continue to try to effect collection on an alleged disputed credit one bank account when Credit One Bank already settled with Johnson at the District Court For Prince George's County, MD.

LVNV tried to scam Johnson into sending money over the internet via credit card, prepaid card, or debit card.

The signs that a person is the victim of a debt collection scam is when a debt collector pressures you to pay by money transfer or prepaid card. Scammers like these payment methods because they may be untraceable, and it can be hard for you to get your money back. (Retrieved from: <https://www.consumerfinance.gov/about-us/blog/how-tell-difference-between-legitimate-debt-collector-and-scammers/>)

LVNV continued to contact Johnson via e-mail through True Accord, so that they could obtain an untraceable payment on an invalid Credit One Bank phantom debt. (see appendix I)

**THE DISTRICT COURT AND CIRCUIT COURT ERRED BY NOT GIVING  
JOHNSON A FULL AND FAIR OPPORTUNITY TO ARGUE HIS PLAINTIFF MOTION TO  
ENFORCE SETTLEMENT AGREEMENT AGAINST RESURGENT CAPITAL SERVICES,  
LVNV, AND TRUE ACCORD ONLY AND THE CIRCUIT COURT ERRED BY FAILING TO  
RULE UPON THE APPELLANT-PLAINTIFF MOTION TO ENFORCE SETTLEMENT  
AGREEMENT AGAINST RESURGENT CAPITAL SERVICES, LVNV, AND TRUE ACCORD  
ONLY**

The second settlement was exclusively between the plaintiff Mr. Raymond Johnson and defendant Credit One Bank in which Credit One Bank agreed to make a settlement

payment in the amount of \$1,000 to the plaintiff Mr. Raymond Johnson in which Credit One Bank has kept their promise and Mr. Johnson and Credit One Bank dismissed the case against Credit One Bank only per stipulated terms per rule 3-506(b) at the District Court of Prince George's County MD case name: Johnson vs Credit One Bank, et al with case number 050200178112017. There was no condition in the finalized second settlement agreement that would preclude the plaintiff from collecting the settlement payment in the amount of \$14,999.00 from Resurgent Capital Services, LVNV, and True Accord (first settlement agreement) and no condition that stated that the second settlement agreement would supersede the first settlement agreement. (see Appendix B).

The second settlement agreement did not supersede the first settlement agreement as there were different amounts involved in the two separate settlement agreements, different defense attorneys, and different defendants involved in these two separate settlement agreements.

**THE TRIAL COURT ERRED WHEN THE TRIAL COURT DID NOT PROVIDE JOHNSON A FULL AND FAIR OPPORUNITY TO AUTHENTICATE E-MAIL EVIDENCE THROUGH REQUESTS FOR ADMISSIONS, PLAINTIFF FINAL MOTION FOR INTERROGATORIES, CASE LAW, FEDERAL CIVIL RULES OF PROCEDURE 36(A), AND OTHER MEANS**

The petitioners-plaintiff's (Johnson) requests for admissions that were sent to the co-defendants-respondents Resurgent Capital Services, LVNV, and True Accord only to answer were never answered. Johnson requests that the courts order Resurgent Capital Services, LVNV, and True Accord only (respondents) to answer the plaintiff's requests for admissions. The requests for admissions were not even docketed on the case docket which is also suspicious and a clerical mistake. The Gordon Rees lawfirm has a long history of engaging in abusive discovery practices in this case.

The plaintiff-petitioner final request for interrogatories were also not docketed on the MD case docket search which is also suspicious and a clerical mistake. Mr. Burns, defense

counsel for Resurgent Capital Services, LVNV, and True Accord avoids discussing the settlements and admits through a letter he sent to MD bar counsel that Mr. Burns and the trial court made sure that the trial would be conducted based on the underlying claim to not consider the evidence and motions at trial to preclude the plaintiff from claiming damages which was an improper tactic especially when the appellant-plaintiff-petitioner did indeed suffer monetary damages as a result of being defrauded by LVNV through their fraudulent credit reporting practices. Mr. Burns stopped short of admitting he spoke with the trial court via an ex parte communication.

**TRIAL COURT ERRED BY ALLOWING TRIAL JUDGE FAMILIAR WITH MR. PATRICK BURNS CONDUCT TRIAL BASED ON THE UNDERLYING CLAIM INSTEAD OF FIRST HOLDING A MOTIONS HEARING TO ALLOW THE PARTIES TO ARGUE APPELLANT-PLAINTIFF MOTIONS TO ENFORCE SETTLEMENT AGREEMENT AGAINST APPELLEE-DEFENDANTS RESURGENT CAPITAL SERVICES, LVNV, AND TRUE ACCORD ONLY**

It appears that the trial judge and Mr. Burns were all too familiar with each other which can and did create bias in the trial court. Mr. Burns gave Johnson a memorandum of law the day of the trial instead of serving the memorandum of law which served as a motion for judgment which was submitted to the trial court via an illegal ex parte communication to the trial court and the Honorable Judge Devlin at the District Court for Prince George's County, MD.

Mr. Burns states: " Yes, Your Honor that memorandum that I handed to Mr. Johnson was actually for the motion for judgment, I just want him to get it ahead of time."( Neufell, Christina, (2018, July, 12). District Court for Prince George's County, MD Transcript, pages 7.)

**RESPONDENTS LVNV, RESURGENT CAPITAL SERVICES, AND TRUE ACCORD ONLY SUBMITTED DEFENDANT MOTION FOR JUDGMENT VIA AN ILLEGAL EX PARTE COMMUNICATION THROUGH OPPOSING LAWFIRM GORDON REES SCULLY MANSUKHANI LAWFIRM AND OPPOSING COUNSEL PATRICK BURNS IN AN**

## **ORCHESTRATED EFFORT TO VIOLATE JOHNSON'S FIFTH AMENDMENT RIGHTS**

Mr. Burns even admits to the court in a subtle way that he served his motion for judgment to Johnson the day of trial which violated Johnson's fifth amendment rights. Johnson did not have a chance to respond to Mr. Burns motion for judgment since Mr. Burns submitted his motion for judgment via an illegal ex parte communication to the trial court.

"Bias and prejudice can deflect course of judgment and affect measure of its judgments, and if a judge finds himself possessed of those sentiments, he should recuse himself, or if he does not, confront the likelihood of proceedings under 28 U.S.C. §144 to require him to do so." *United States v. Brown*, 539 F. 2d 467, 469 (5th Cir. 1976). When faced with a motion under §144, the court focuses on the affidavit. The affidavit is legally sufficient if it alleges facts, that, if true, would convince a reasonable person that bias exists. (see *Chitimacha Tribe v. Harry L. Laws Co.*, 690 F 2d 1157, 1165 (5th Cir. 1982)).

It appears that the Honorable Gerard F. Devlin knew Mr. Patrick Burns, defense counsel for Resurgent Capital Services, LVNV, and True Accord only and should've removed himself from the case. Because the trial judge conducted the trial based on the underlying claim and refused to allow the appellant-plaintiff to argue the settlements, it appears obvious that the trial court knew before trial Mr. Patrick Burns would conduct the trial based on his memorandum of law/motion for judgment underlying claims defense on behalf Resurgent Capital Services, LP, LVNV, and True Accord only which is improper.

Emails can also be authenticated through requests for admission. Rule 36(a)(1)(B) allows a party to serve written requests to admit the genuineness of any described document. This includes emails. See, e.g., *Lorraine v. Markel Am. Ins. Co.*, 241 F.R.D. 534, 553 (D. Md. 2007) (When discussing authenticating electronic discovery, the court found that authentication "by taking advantage of Fed. R. Civ. P. 36" was appropriate.).

The majority of the e-mails can also be authenticated since the e-mails have the name of the person, the position title of the person, and the name of the company typed in the e-

mail which completely authenticates the e-mail evidence sent and received between the plaintiff Mr. Johnson and the co-defendants Resurgent Capital Services, LVNV, and True Accord Corporation and the plaintiff and Gordon Rees lawfirm.

### **BACKGROUND INFORMATION**

On or around June 9, 2017 the appellant-plaintiff Mr. Johnson filed a lawsuit against Credit One Bank, Resurgent Capital Services, LP, LVNV Funding, LLC, and True Accord only for violation of various laws including but not limited to Court I: Defamation of Character, Count II: Invasion of Privacy, Count III: Deceit/Fraud, Count IV: Detrimental Reliance, Count V: Unjust Enrichment, Count IV: Intentional Infliction of Emotion of Distress, and Count VII: Libel/Slander. The plaintiff-petitioner filed a request for appeal of the District Court decision on May 16, 2018

Generally, oral settlement agreements may be enforced in the same way oral contracts are enforced. If the plaintiff proves an oral settlement agreement by substantial evidence and the defendant proffers no valid defense, a court will enter judgment enforcing the oral agreement. (See *Nicholson v. Barab* (1991) 233 Cal. App.3d 1671, 1681 [285 Cal. Rptr. 441]; *Gorman v. Holte* (1985) 164 Cal. App.3d 984, 989 [211 Cal. Rptr. 34].) (2a) The issue here is whether the evidence used to prove the existence and terms of the oral settlement agreement was admissible.

The above case law proves that oral settlement agreements are legally binding as long as there evidence to prove the oral settlement agreement.

In *Carson Optical, Inc. v. Hawk Importers, Inc.*,<sup>1</sup> the same parties were involved in two different litigation. The first partially settled, obligating the defendants to refrain from certain activities and leaving the amount of attorneys' fees unresolved. The second case settled later, the defendants arguing that the second settlement not only ended both cases but also

eliminated all existing obligations under the first settlement. In the court's view, to be released from the prior obligations, the defendants were required to expressly raise the issue as a condition of the second settlement. Because they failed to do so, the court deemed that the later settlement did not alter the obligations in the first settlement.

The above case law supports Johnson's argument that the later settlement which is the second settlement entered into between Johnson and Credit One Bank does not preclude Johnson from enforcing the first settlement agreement Johnson entered into with Resurgent Capital Services, LVNV, and True Accord and the respondents opposing counsel Mr. Burns. Both settlement agreements including the first and second settlement agreements are with different parties and are for different amounts and are binding.

The Circuit Court erred in failing to enforce the first settlement agreement that Resurgent Capital Services, LVNV, and True Accord only (respondents) entered into with Johnson (Petitioner) (see Appendix B).

Mr. Burns, opposing counsel for respondents Resurgent Capital Services, LVNV, and True Accord is their agent and as result Mr. Burns has the apparent authority to bind his clients to the settlement agreement he entered into with Johnson. Mr. Burns, agreed to make a settlement payment in the amount of \$14,999.00 to Johnson (petitioner) in which Johnson accepted Burns/Gordon Rees lawfirm oral settlement agreement and oral settlement offer

Under certain circumstances, attorneys do have authority to bind their client's contractually. In the case of *Federal Property Management v. Richmond Health Care*, the seller's attorney extended a contract termination date and continued negotiations with a buyer. Evidence established the seller's president knew the attorney was negotiating, that the termination date had been extended by the attorney and that the buyer was treating the contract as still in effect. The seller's president did not notify the buyer or direct the seller's attorney to notify the buyer's attorney that the contract was no longer effective. The seller's claim that the contract was not extended and that it terminated on the original termination

date was rejected by the court.

The facts and circumstances of these cases will affect the outcome. If the client has given the attorney express authority to take action, the client will be bound. In some cases, giving the attorney apparent authority to bind the client will be enough. To play it safe, anyone involved in contract negotiations should be sure that all parties sign the contract and any amendment changing or modifying terms after the contract is signed.

Johnson's social security numbers and disputed credit account numbers were illegally sold to LVNV Funding, LLC, Resurgent Capital Services, and True Accord without debt validation to validate the alleged debt. Johnson's disputes the unauthorized charges of \$701.00 that Resurgent Capital Services, LP, LVNV, and True Accord (respondents) are reporting on Johnson's credit report with Equifax under the disputed collection account LVNV Funding, LLC on Mr. Johnson credit report with disputed account numbers 4447-9622-9262-XXXX with the note: original creditor: Credit One Bank who is an alleged creditor which is listed as being disputed by consumer Johnson. (see Appendix A)

True Accord is not a legitimate collection agency and at one point did not have the proper licenses to collect in the state of MD or the state of California. LVNV, Resurgent Capital Services, and True Accord are in the business of buying phantom debts which are also known as invalid debts in which the co-defendants fabricate and inflate account balances of these invalid debts which violates the Defamation of Character Laws and the unjust enrichment Laws, fraud laws, and other laws. As a result of Credit One Bank only (respondent) who settled in this lawsuit earlier this year with the plaintiff illegally placing this disputed account ending in 6938 with multiple scam collection agencies LVNV Funding, LLC, Resurgent Capital Services, LP, and True Accord, trying to get paid multiple times on the same disputed fraudulent collection account ending in 6938 and then receiving an illegal tax write-off from IRS is an unjust enrichment the co-defendants LVNV, Resurgent Capital Services, and True Accord have received. Johnson has been impoverished as result of the co-defendants unjust enrichment. Johnson's impoverishment is that the plaintiff has been unemployed, underemployed, has been unable to pass background checks, unable to pass

security clearances to obtain a better job, received credit denials, has been required to pay high interests rates on other credit cards, and pay security security deposits to obtain credit.

LVNV Funding is in the business of purchasing phantom debts. According to the credit, debt, and loan website ,the phantom debt collection scam comes in a number of variations, but the common element in almost all of them is a claim that a consumer owes money on a debt and needs to pay or else face serious consequences.

See (: [https://www.fraud.org/phantom\\_debt](https://www.fraud.org/phantom_debt))

Regardless of whether the consumer actually takes out a loan, he or she may receive a call later demanding money be paid. In LVNV's case, it threatens lawsuits against poor consumers and in a number of circumstances does not have the proper debt validation to validate the alleged debt that they are trying to collect from the consumer.

---

**THE DISTRICT COURT AND CIRCUIT COURT FOR PRINCE GEORGES COUNTY,  
MD ERRED IN FAILING TO ENFORCE THE FIRST SETTLEMENT AGREEMENT THAT  
WAS BETWEEN JOHNSON AND THE THREE RESPONDENTS-DEFENDANTS  
RESURGENT CAPITAL SERVICES, LP, LVNV FUNDING, LLC, AND TRUE ACCORD  
ONLY: DETRIMENTAL RELIANCE LAWS CAN BE USED TO ENFORCE A PERCIEVED  
SETTLEMENT AGREEMENT**

Resurgent Capital Services, LVNV, True Accord (respondents) failed to keep their oral promises to settle the case. Mr. Johnson (petitioner) relied on the remaining three defendants Resurgent Capital Services, LVNV, and True Accord oral promises to settle to his detriment.

In *Smith v. Lefrak Organization Inc.*, the court acknowledged that detrimental reliance on a perceived settlement agreement could be sufficient to make a settlement agreement enforceable.[1] Specifically, in Smith, the defendant and plaintiff orally agreed to the material terms of a settlement. The plaintiff then executed a stipulation of discontinuance and general

release. In reliance upon the perceived settlement, the plaintiff made purchases and consented to being evicted from his premises. Following the reliance, the defendant attempted to withdraw from the settlement as a result of an excess carrier disclaiming coverage for the alleged accident. The court specifically found no official settlement agreement had been executed, but nonetheless ruled that the settlement was enforceable based upon the reliance by the plaintiff to his detriment.

The above case law supports and proves the Johnson's contention that because the plaintiff Mr. Raymond Johnson believed that the defendants LNV, Resurgent Capital Services, LP and True Accord along with their attorney Mr. Patrick Burns, attorney who is employed by Gordon & Rees Scully Mansukhani lawfirm representing defendants LNV, Resurgent Capital Services, LP, and True Accord only would make a settlement payment in the amount of \$14,999.00 dollars to the plaintiff Mr. Raymond Johnson, the plaintiff can use detrimental reliance laws to enforce the oral settlement agreement that the defendants and defendants attorney entered into on 9/20/2017.

In Clark v. Elza, the court of appeals held that the verbal settlement agreement was, in fact, an executory accord. However, the court held that "[as] long as the debtor ( i.e, the defendant in a tort case) neither breaches the accord nor provides a reasonable basis for concluding that he will not perform, the creditor ( i.e, the plaintiff) has no right to enforce the underlying cause of action [the lawsuit arising from the accident]. Therefore, the oral agreement to settle the case was enforced.

The above case law shows that when a verbal settlement agreement is made it is as good as a written contract.

Credit One Bank refused to stop selling Mr. Raymond Johnson private and confidential information including his credit card information and social security number and inaccurate account balances to several collection agencies. Defendants continue to furnish an inaccurate account balance of \$701.00 to multiple collection agencies and refuses to stop trying to collect on the disputed balance. Credit One Bank even acknowledges over the phone that Mr.

Raymond Johnson does not owe Credit One Bank or debt buyer LVNV Funding, LLC one dime. Despite this admission, defendants keep reporting inaccurate information to on Mr. Johnson (petitioner) to Equifax. (see Appendix A)

**THE DISTRICT COURT ERRED WHEN IT DEEMED THE FIRST SETTLEMENT AGREEMENT BETWEEN JOHNSON AND RESURGENT CAPITAL SERVICES, LVNV, AND TRUE ACCORD ONLY IRRELEVANT AND THE CIRCUIT COURT ERRED BY AFFIRMING THE DISTRICT COURTS ERRONEOUS DECISION: THE PARTIES HAVE NO RIGHT TO LITIGATE UNDERCLAIMS SINCE JOHNSON AND RESURGENT CAPITAL SERVICES, LVNV FUNDING, AND TRUE ACCORD ONLY AGREED TO SETTLE VIA THE FIRST SETTLEMENT AGREEMENT**

**REASONS FOR GRANTING THE PETITION:**

Johnson and Resurgent Capital Services, LVNV, and True Accord only have no right to litigate the underlying claim since they orally agree to settle this case (see *Clark v. Elza*). The trial court should not have forced the parties to litigate the underlying claim and the settlement precludes the parties to litigate what's already been resolved through the voluntary first settlement agreement and release whether the settlement agreement be oral or written. Settlement agreements are legally binding. The Courts has made it clear that settlement agreements are desirable and should be binding and enforceable. (See *McClellan v. Kennedy*, 8 Md. 230 (1855)

**CLOSING ARGUMENT**

Gordon Rees Scully Mansukhani lawfirm and defendants-respondents Resurgent Capital Services, LVNV Funding, and True Accord Corporation orally agreed to make a

settlement payment in the amount of \$14,999.00 to Johnson and agreed to remove the invalid charge-off from Johnson credit report. Gordon Rees lawfirm and Resurgent Capital Services, LVNV, and True Accord Corporation breached the oral settlement agreement and continue to try to collect on an invalid phantom debt from Johnson in the amount of \$701.00 and report it on Johnson's Equifax credit report. Johnson did settle with alleged creditor Credit One Bank which precludes LVNV from collecting on the credit one bank account which has the same disputed account number 4447-9622-9262-XXXX that the LVNV is trying to collect in the name of Credit One Bank even though settled with alleged creditor Credit One Bank. (see Appendix B/C)

Phantom debt collection involves trying to collect on previously settled disputed credit card accounts or invalid debts. Johnson does not owe any money to Credit one bank, Resurgent Capital Services, LVNV, and True Accord. If LVNV is allowed to continue to collect on the same disputed Credit One Bank credit card account that was settled between Johnson and Credit One Bank (which was the second settlement agreement), then LVNV will receive an unjust enrichment and violate Johnson's and other consumers due process rights scammed by debt buyers of phantom debts for years to come.

Even for consumers who do not have outstanding debts, con artist debt buyers are threatening and convincing and have led some consumers to wonder whether someone has taken out loans in their name. In cases where a consumer actually *does* have outstanding loans, the scam artist may claim that the victim owes far more in fees and interest than he or she actually does. In other cases, the victim of the scam may be behind on a loan, but the caller has no authority to actually collect on the debt. No matter the consumer's actual situation, skilled con artists are convincing them to hand over precious cash to settle the "debt." Scammers often demand payment on these phantom debts via wire transfer, credit or debit card. Retrieved URL: [https://www.fraud.org/phantom\\_debt](https://www.fraud.org/phantom_debt))

Like the above article, LVNV continues to threat to sue Johnson over e-mail and requested he pay an invalid debt via credit card over the internet. LVNV is a scam. Johnson requests the

MD Court of Appeals stop LVNV from their illegal phantom debt collection practices. Mr. Burns Opposing counsel denied Johnson's fifth amendments rights submitting his motion for judgment to the trial court via an illegal ex parte communication and should be disbarred from practicing law. (Appendix I)

For the above reasons, the petitioner Johnson respectfully requests that this court grant Certiorari proceeding in forma pauperis, and pursuant to Rule 39, stay the enforcement of the District Court trial judgment, Circuit Court affirmation of judgment, and the MD Court of Appeals denial of Johnson's petition for the respondents-defendants Resurgent Capital Services, LVNV Funding, LLC, and True Accord only. The petitioner also requests a temporary restraining order against LVNV to order them to stop reporting the fraudulent collection account on Mr. Johnson (petitioners) Equifax credit report until after the US Supreme Court makes a decision on this US Supreme Court petition.

DATED: 15th (DAY) July (MONTH) 2019 (YEAR)



Plaintiff Signature  
Raymond Johnson  
PO BOX 2202  
Upper Marlboro, MD 20773  
Phone: 240.619.9953  
Alt phone: 301.806.6857  
E-mail: RaymondJohnson199@hotmail.com