No.

In the Supreme Court of the United States

Delglyn, James CNG©, Petitioner and Pro Se Litigant

v.

Paulino Do Rego Barros Jr.

and Equifax Information Services LLC, Respondents

On Petition for a Writ of Certiorari

Delglyn, James CNG
Petitioner, Pro Se
P.O. Box 64002
Milwaukee, WI 53204

EQUIFAX
Respondent
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I. Question Presented for Review

1. Is it reasonable to demand verification of an alleged debt in the form of a written contract, evidence of a transaction or a sworn statement from a claimant or furnisher on a credit report?
2. Did the Wisconsin Appeals court err by shifting the burden of proof to the plaintiff?
3. Did the Milwaukee County circuit court err by accepting hearsay as evidence?
4. Do state statutes apply to the Wisconsin Supreme court?

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IV. Petition for Writ of Certiorari

James CNG Delglyn, a resident of the State of Wisconsin, respectfully petitions this court for a writ of certiorari to review the judgment of the Wisconsin Supreme Court, Wisconsin court of appeals and Milwaukee circuit court.

V. Opinion

The opinion of the highest state court, the Wisconsin Supreme Court to review the merits appears at Appendix A and C; and the Wisconsin court of appeals decision date January 22, 2020, Appeal No. 2019AP232, see Appendix D; Milwaukee circuit court dated January 10th, 2019, Case #2108SC016820, see Appendix E. The decisions are unpublished.

VI. Jurisdiction

The jurisdiction of this Court is invoked under 28 U.S. C.§ 1257(a). Final judgments or decrees rendered by the highest court of a state in which a decision could be had may be reviewed by the United States Supreme Court by writ of certiorari.

VII. Constitutional and Statutory Provisions Involved

United States Constitution, Article I, Section 10, Clause 1. No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and

silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

United States Constitution, Article III, Section 1

The Judicial Power of the United States shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour, and shall, at stated Times, receive for their Services a Compensation, which shall not be diminished during their Continuance in Office.

Please note: The Wisconsin Supreme Court, court of appeals and circuit court have acted in contempt of U.S. Supreme Court case law.

United States Constitution, Fifth Amendment (Due Process of Law)

No person shall be held to answer for a capital, or otherwise infamous crime unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor to be

liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

United States Constitution, Fourteenth Amendment

The Fourteenth Amendment says that "no state shall...deny to any person within its jurisdiction the equal protection of the laws."

VIII. Statement of the Case

Starting in January 2018, the plaintiff contacted EQUIFAX INFORMATION SERVICES LLC., hereafter the defendant, and challenged the validity and accuracy of all the items on the credit report in accordance with the Fair Credit Reporting Act (FCRA). The plaintiff clearly demanded the defendant to verify any alleged debts via sworn statements by the claimants or any evidence of a contract between the plaintiff and the claimant. This was clearly challenging the accuracy of that data.

According to WIS STAT Chapt. 241.02(1) **"In the following case every agreement shall be void unless such agreement or some note or memorandum thereof, expressing the consideration, be in writing** and subscribed by the party charged therewith: (a) Every agreement that by its terms is not to be performed within one year from the making thereof. (b) **Every special promise to answer for the debt**, default or miscarriage of another person. (c) Every agreement, promise or undertaking made upon consideration of marriage, except mutual promises to marry. " In other words, in the absence of a written contract, where a written contract is required, any alleged debt is void.

The defendant refused to verify the claims by providing proof of a contract, transaction or sworn statement made under the penalty of perjury.

On May 15th, 2018, the plaintiff brought suit in Milwaukee Small Claims Court against the defendant and is seeking injunctive relief and damages for publishing unverified information on the plaintiff's credit report. The plaintiff is claiming defamation and injury caused by the defendant by publishing inaccurate and unverified1 information in the form of a credit report.

On July 10th, 2018, the plaintiff applied for a one hundred and sixty thousand dollar ($160,000) mortgage from QUICKEN LOANS (The Lender). The Lender declined the plaintiff's loan application and cited the reliance on the credit report provided by the defendant.

On November 27th, 2018, the defendant produced a DECLARATION OF ALICIA FLUELLEN in support of its Motion for Summary Judgment. Ms. Fluellen (hereafter the Affiant) identified herself as an Operations Strategist – Legal for EQUIFAX INFORMATION SERVICES LLC. Please see Appendix E.

The Affiant stated she had personal knowledge of the facts based on her work experience working for the defendant and her review of documents and records kept by the defendant in the ordinary course of its business.

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1 Webster's Collegiate Dictionary 1993. Verify. To substantiate or prove the truth of something. Verify(Verb) To confirm or test the truth or accuracy of something.

The records, however, were not attached to the statement. Further, these records are what form the basis for the Affiant's statement.

The Affiant had no firsthand knowledge of any alleged transaction or contract between the plaintiff and the furnishers claiming the plaintiff owed an alleged debt. In other words, it was hearsay[2].

The DECLARATION stated that it was made under penalty of perjury pursuant to 28 USC 1746; however, it was without notarization. Further, it did not contain the words 'true and correct.'

The plaintiff, in a response dated December 8th, 2018, identified this DECLARATION as 'second hand evidence' and could not be considered evidence according to Rule 56. Further, the DECLARATION did not replace a sworn statement from any furnisher regarding any alleged debt.

The DECLARATION was updated[3], notarized and re-submitted by the defendant's counsel less than 24 hours before the circuit court hearing before Judge Brostrom on January 10th, 2019.

During the hearing, the plaintiff was denied the opportunity to review the updated document by Judge Brostrom before ordering a summary judgment

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[2] HEARSAY. Literally, it is what the witness says he heard another person say. Stockton v. Williams, 1 Doug., Mich., 546, 570 (citing 1 Starkie, Ev. 229).

[3] Webster's Collegiate Dictionary 1993. UPDATE. To change (something) by including the most recent information.

for the defendant. According to Judge Brostrom, there was no difference except for the notarization. However, according to the Federal Rules of Evidence 902, a notarization significantly alters a document. Neither the Ms. Fluellen nor the updated DECLARATION was available for review or cross-examination.

The plaintiff objected to the summary judgment citing Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647. Judge Brostrom rejected this argument and stated she relied on the newly submitted DECLARATION of Ms. Fluellen by the defendant.

The judge also cited her decision to dismiss the case was based on the plaintiff's failure to make a claim for redress following a motion to dismiss by the defendant. At that time, the plaintiff did not know a claim had to be restated in response to a motion to dismiss. The plaintiff stated this fact at the hearing.

On February 14th, 2019, the plaintiff filed an initial appeal with the Wisconsin Court of Appeals.

On January 22, 2020, Judge P.J. Brash of the Wisconsin Court of Appeals affirmed the decision of the Milwaukee Circuit Court. Judge Brash specifically cited that EQUIFAX had used 'reasonable procedures' and the

plaintiff had failed to show the information being reported was inaccurate and, as a result, any further inquiry was unnecessary as a matter of law.

On February 20th, 2020, the plaintiff filed a notice of appeal with the Wisconsin Supreme Court via facsimile.

On February 25th, 2020, the Wisconsin Supreme Court replied to the plaintiff's Notice of Appeal and identified the appeal as "timely but non-complying petition." Further, the court "ORDERED that plaintiff-appellant must file a statement in support of the petition, conforming to the requirements f WIS STAT 809.62(2) and (4), with the clerk of this court by March 26th, 2020. See Appendix A.

On March 6th, 2020, the Wisconsin Supreme Court vacated the order of February 25th, 2020 "noting that petitions for review do not meet the criteria for facsimile filing set forth in WIS STAT 801.16, that a petition is considered filed when it is received by the clerk, and the last day for filing a timely petition was February 21st, 2020" The court also noted that it lacked subject matter jurisdiction citing First Wisconsin Nat'l Bank of Madison v. Nicholaou. See Appendix B.

On March 19th, 2020, the plaintiff filed an appeal with the U.S. Supreme Court.

On May 4th, 2020, the plaintiff filed an appeal with the U.S. Supreme Court.

IX. Reasons for Granting Petition and Summary of Argument

1. Is it reasonable to demand verification of an alleged debt in the form of a written contract, evidence of a transaction or a sworn statement from a claimant or furnisher on a credit report?

Standard of Review

The plaintiff's argument falls under contract law. According to contract law, a contract consists of an offer, acceptance and consideration. Pursuant to WIS STAT Chap. 241.02(1) the plaintiff does not have a contract with any of the claimants or the defendant. Pursuant to Article I, Section 10, Clause 1 of the U.S. Constitution, the plaintiff cannot be forced into a contract.

Under the Fair Credit Reporting Act (FCRA), the plaintiff contacted the defendant in January 2018 and challenged the validity and accuracy of all the items on the credit report. The plaintiff demanded the defendant to verify the items by providing proof, specifically a contract or any document evidencing a transaction. The defendant failed to verify[4] the items and remove unverified items from the plaintiff's credit report. The Lender

[4] Black's Law Dictionary 4th Edition. VERIFY. To confirm or substantiate by oath. S. B. McMaster, Inc., v. Chevrolet Motor Co., D.C. S.C., 3 F.2d 469, 471; Francesconi v. Independent School Dist. of Wall Lake, 204 Iowa 307, 214 N.W. 882, 885; Marshall v. State, 116 Neb. 45, 215 N.W. 564, 566. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers.

OATH. Any form of attestation by which a person signifies that he is bound in conscience to perform an act faithfully and truthfully. Vaughn v. State, 146 Tex.Cr.R. 586, 177 S.W.2d 59, 60. An affirmation of truth of a statement, which renders one willfully asserting untrue statements punishable for perjury. U. S. v. Klink, D.C.Wyo., 3 F. Supp. 208, 210.

declined the plaintiff's loan application and cited the reliance on the credit report published by the defendant.

The FCRA § 611(a)(5)(A)(i) clearly states: any "information found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall promptly delete that item of information from the file."

According to the United States Constitution, Article I, Section 10, Clause 1, the plaintiff has the unlimited right to contract and the unlimited right not to contract. It is reasonable to demand proof of a debt in the form of a contract, evidence of a transaction or statement by the claimant made under penalty of perjury.

The 11th Circuit Court directly addressed reasonable procedure in Hinkle v. Midland Credit Management, Inc. (hereafter Hinkle v Midland). The plaintiff sued Midland for failing to investigate disputed information on her credit report. Her report included two accounts that she claimed were not hers. The two accounts had been charged off by the original creditor and, after their purchase by and sale to other debt buyers, were purchased by Midland with what appears to have been the then-standard limited warranties as to the accuracy of the account information. Midland did not receive any account-level documentation for either account. Consistent with a common practice at the time, it received only electronic information about the debt,

such as the debt amount, the name of the original creditor, the charge-off date, and the personal information associated with the debt. The purchase agreements for the accounts, however, contained provisions that arguably obligated the debt seller to assist Midland in acquiring documentation from the original creditor to respond to consumer disputes.

The plaintiff disputed the accounts to the credit reporting agencies (CRAs) as well as to Midland, claiming that the accounts did not belong to her. Since Midland had already marked one account as paid and ceased reporting it to the CRAs, it took no action in response to her dispute. For the other account, Midland sent a response letter to the plaintiff in which it stated that "it would be helpful to have a copy of any documentation you may have that supports your dispute." In response to a dispute notice sent by one of the CRAs, Midland verified the debt by comparing the information reported to the CRA with the electronic account information in its internal records. It did not, however, request any account-level documentation from the debt sellers or the original creditors.

In reversing the district court's grant of summary judgment for Midland on plaintiff's FCRA claim, the 11th Circuit made the following observations about a furnisher's obligation, under §1681s-2(b), to investigate a consumer dispute:

The FCRA's structure suggests that a furnisher's duty under §1681s-2(b) is part of the larger reinvestigation duty imposed on CRAs by §1681i(a). Since §1681i(a) requires CRAs "to make reasonable efforts to investigate and correct inaccurate or incomplete information," the 11th Circuit concluded that "reasonableness" also should be the "touchstone for evaluating investigations under §1681s-2(b)."

The reasonableness of a furnisher's investigation varies based on the circumstances, including the furnisher's status (e.g., an original creditor, collection agency collecting for original creditor, debt buyer, or down-the-line debt buyer) and the "quality of documentation available to the furnisher."

If a furnisher decides to report disputed information as verified, "the question of whether the furnisher behaved reasonably will turn on whether the furnisher acquired sufficient evidence to support the conclusion that the information was true."

Furnishers can report disputed information as unverifiable "if they determine that the evidence necessary to verify disputed information either does not exist or is too burdensome to acquire." In such a case, "the question of whether the furnisher complied with §1681s-2(b) will likely turn on

whether the furnisher reasonably determined that further investigation would be fruitless or unduly burdensome."

The reasonableness of an investigation also depends on "what the furnisher knows about the dispute." The 11th Circuit explicitly rejected the argument that a furnisher may reduce its investigation simply because the CRA failed to exhaustively describe the dispute in its Automated Consumer Dispute Verification (ACDV) form. "When a furnisher has access to dispute-related information beyond the information provided by the CRA, it will often be reasonable for the furnisher to review that additional information and conduct its investigation accordingly.

Applying the above principles, the 11th Circuit concluded that a jury could find Midland did not conduct "reasonable" investigations for the two accounts because it made no attempt to obtain account-level information and because the electronic information that it did review was insufficient to "verify" the disputed information.

The 11th Circuit also rejected two defenses. In response to Midland's argument that it had no obligation to investigate an account because it stopped reporting the account to CRAs, the 11th Circuit suggested that a furnisher's obligation to investigate under §1681s-2(b) may continue even after the furnisher stops reporting the account to CRAs. Midland also argued

that, by sending the plaintiff a letter requesting documentation to support her dispute, the burden shifted to the plaintiff to show the disputed information was false. The 11th Circuit found nothing in the FCRA that "permits a furnisher to shift its burden of 'reasonable investigation' to the consumer in the case of a §1681s-2(b) dispute."

Hinkle instructs a furnisher to conduct a "reasonable" investigation of consumer disputes that accounts for the furnisher's status, the account information available to the furnisher, and the furnisher's knowledge of the dispute. Additionally, in cases where the furnisher elects to report information as "verified," the furnisher must have evidence that establishes a disputed fact is true. Emphasis added.

This was also addressed by the 9th Circuit Court in Sissoko v. Rocha, 440 F.3d 1145, 1162 (9th Cir.2006) (quoting Elkins v. United States, 364 U.S. 206, 218, 80 S.Ct. 1437, 4 L.Ed.2d 1669 (1960)). "'[A]s a practical matter it is never easy to prove a negative.'" "For this reason, fairness and common sense often counsel against requiring a party to prove a negative fact, and favor, instead, placing the burden of coming forward with evidence on the party with superior access to the affirmative information." Id

2. Did the Wisconsin Appeals court err by shifting the burden of proof[5] to the plaintiff?

Standard of Review

The decision to dismiss the plaintiff's case is reviewable for 'abuse of discretion.'" Pierce v. Underwood, 487 U.S. 552, 558 (1988).

As cited above, the 11th Circuit found nothing in the FCRA that "permits a furnisher to shift its burden of 'reasonable investigation' to the consumer in the case of a §1681s-2(b) dispute." By affirming the decision of the lower court, Judge Brash shifted the burden to the plaintiff to show the disputed information was false. In other words, Judge Brash expected the plaintiff to prove a negative fact.

Further, according to WIS STAT Chap. 241.02(1), in the absence of a written contract, where a written contract is required, any alleged debt is void. No written contract between the plaintiff and any claimant or furnisher has been produced by the defendant.

In affirming the circuit court decision, Judge Brash commented in the footnotes "with interest that Delglyn was not required to pay the filing fee for his small claims action due to his being indigent." According to the Wisconsin Constitution 1858, Article 1, Section 9, "Every person is entitled

[5] SHIFTING THE BURDEN OF PROOF. Transferring it from one party to the other or from one side of the case to the other.

to a certain remedy in the laws, for all injuries or wrongs which he may receive in his person, property or character; he ought to obtain right and justice freely, and without being obliged to purchase it, completely, and without denial, promptly, and without delay, conformably to the laws."

Was the judge questioning the plaintiff's right to seek justice? Was the judge biased? Only a group of reasonable people, specifically a jury, can make that determination.

The state court of appeals erred by shifting the burden of proof to the plaintiff.

3. Did the Milwaukee County circuit court err by accepting hearsay as evidence?

Standard of Review

The decision to dismiss the plaintiff's case is reviewable for 'abuse of discretion.'" Pierce v. Underwood, 487 U.S. 552, 558 (1988).

This Court ruled in Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647 "Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment." Further, under Wisc R. Civ. Pro. 802.08(3) "Supporting and opposing affidavits shall be made on personal knowledge and shall set forth such evidentiary facts as would be admissible in evidence."

On November 27th, 2018, the defendant submitted the DECLARATION OF ALICIA FLUELLEN (the DECLARATION). Ms. Fluellen is employed by the defendant as Operations Strategist – Legal. According to law.com "The legal operations function bridges the gap between the law department and the rest of the organization and serves as a crucial advocate for the legal team." Black's Law Dictionary defines ADVOCATE, n. as [o]ne who assists, defends, or pleads for another; one who renders legal advice and aid and pleads the cause of another before a court or a tribunal, a counselor[6]. Haverty Furniture Co. v. Foust, 174 Tenn. 203, 124 S.W.2d 694, 697. Ms. Fluellen was clearly part of the defendant's legal counsel and therefore Trinsey v Pagliaro applies. Further, Ms. Fluellen had no firsthand knowledge of any alleged debt.

When the plaintiff disputed the credit report, the plaintiff clearly asked the defendant to verify the claims by getting the furnishers or claimants to submit evidence of a contract or sworn statements signed under penalty of perjury. According to the definition of credit bureau, the defendant is the publisher of credit information and not the claimant or furnisher referred to in the credit report.

[6] COUNSEL. 1. In practice. An advocate, counsellor, or pleader. 3 Bl.Comm. 26; 1 Kent, Comm. 307.

The defense counsel acted as attorney and witness. According to WISC SCR 20:3.7, an attorney cannot also act as a witness. In the Federal Rules of Civil Procedure 32 and 36, evidence can only be gathered by affidavits and interrogatories, deposition and oral examination via a competent witness. By submitting a motion to dismiss, with Ms. Fluellen as part of the defense team, defense counsel was acting as attorney and witness.

As cited above, this Court addressed the matter directly in Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647. The statement of the defense counsel was insufficient to support a dismissal.

The statements that were provided by the furnisher, in the form of Automated Consumer Dispute Verification (ACDV), are clearly unsigned affidavits. Affidavits must be signed and properly attested to be cognizable under Rule 56.

The ACDV forms submitted by the furnisher are unsigned affidavits and therefore not to be considered as evidence. As the Eighth Circuit explains, "an 'unsigned affidavit' is a contradiction in terms. By definition an affidavit is a 'sworn statement in writing made . . . under an oath or on affirmation before . . . an authorized officer.'" Mason v. Clark, 920 F.2d 493, 495 (8th Cir. 1990).

The U.S. Supreme Court also stressed the importance of the court following its own rules in United States v. Nixon 418 U.S. at 696. "The Supreme Court rejected the President's argument, relying on the rule that administrative regulations cannot be breached by administrators." The court denied the plaintiff due process by breaching Wisconsin state statutes.

This Court addressed an affidavit submitted by a competent witness, in this case the plaintiff, directly in United States v. Kis. "An affidavit, uncontested, un-rebutted, unanswered, stands as truth." United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982. In the absence of a counter affidavit, the plaintiff's affidavit stands as truth in commerce.

Sanction of Attorney Fees is Appropriate.

Wisc R. Civ Proc 802.08(5) and Federal Rule 56 (h) Affidavits made in bad faith. "Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this section is presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused the other party to incur, including reasonable attorney fees." Emphasis added.

The plaintiff has expended considerable time and resources to defend against an Affidavit which has, on its face, no basis in law. Both the defendant and the defendant's counsel knew Ms. Fluellen's DECLARATION lacked authenticity and reliability yet the defendant still chose to file it with the court less than 24 hours before the hearing. This may be indicative of the defendant's behavior to present misrepresentations and false Affidavits to the court which make an award of attorney's fees costs an appropriate sanction.

Pursuant to WIS STAT Chapt. 241.02(1), it should be noted the DECLARATION in no way replaces evidence of a contract. Because there was no competent witness and Conley v Gibson, Haines v Kerner and Trinsey v. Pagliaro were shown contempt, the plaintiff was denied due process.

Failure to State a Claim

The Milwaukee circuit court also dismissed the case for failure to state a claim. This was addressed by this Court in Haines v. Kerner, 404 U.S. 519 (1972): "Pro Se litigants cannot be dismissed for failing to state a claim upon which relief can be granted." Pro se pleadings were also addressed in Platsky v. C.I.A. 953 F.2d. 25. "[C]ourt errs if court dismisses the pro se litigant without instruction of how pleadings are deficient and how to repair

pleadings." The plaintiff received no such instruction from the Judge Brostrom. The plaintiff clearly did not know a claim had to be restated in response to a motion to dismiss and stated this fact in court.

The Milwaukee circuit court erred by accepting hearsay evidence and dismissing the plaintiff for failure to state a claim.

4. Do state statutes apply to the Wisconsin Supreme court?

Standard of Review

The decision to dismiss the plaintiff's case is reviewable for 'abuse of discretion.'" Pierce v. Underwood, 487 U.S. 552, 558 (1988).

While the plaintiff concedes several procedural missteps, the Wisconsin Supreme Court exceeded its authority by making itself exempt from WIS STAT 801.16, specifically receiving a notice of appeal by facsimile. After a careful review of the Wisconsin Constitution of 1858, the plaintiff found no provisions granting the state Supreme Court the authority to disregard all or portions of state statutes. Further, this is a violation of the United States Constitution's Fourteenth Amendment: "no state shall...deny to any person within its jurisdiction the equal protection of the laws." Since the Wisconsin Supreme Court has ruled itself exempt from part of the WIS STAT 801.16, all citizens are not being treated equally under the law. In pursuant to Rule 60(b)(4), such judgments are null and void.

"An order that exceeds the jurisdiction of the court is void, and can be attacked in any proceeding in any court where the validity of the judgment comes into issue." (See Rose v. Himely (1808) 4 Cranch 241, 2 L ed 608; Pennoyer v. Neff (1877) 95 US 714, 24 L ed 565; Thompson v. Whitman (1873) 18 Wall 457, 21 l ED 897; Windsor v. McVeigh (1876) 93 US 274, 23 L ed 914; McDonald v. Mabee (1917) 243 US 90, 37 Sct 343, 61 L ed 608. In other words, there is no time limit for attacking a void judgment.

This Court addressed this issue in United States v. Nixon 418 U.S. at 696. "The Supreme Court rejected the President's argument, relying on the rule that administrative regulations cannot be breached by administrators." The Wisconsin Supreme Court denied the plaintiff due process by breaching state statutes and holding the plaintiff to the standard of a bar licensed attorney. This is clearly a void judgment.

It should be noted this Court addressed procedural missteps by pro se litigants in Conley v Gibson and Haines v Kerner. "Following the simple guide of Rule 8(f) FRCP that all pleadings shall be so construed as to do substantial justice...The federal rules reject the approach that pleading is a game of skill in which one misstep may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." Conley v. Gibson, 355 U.S. 41, 45-46 (1957).

X. CONCLUSION

The plaintiff acted within his rights and in accordance to the FCRA and contract law by demanding the defendant to produce verification of a contract and/or alleged debt with any claimant. According to WIS STAT Chap. 241.02(1), in the absence of a written contract any alleged debt is void. No written contract between the plaintiff and any claimant has been produced by the defendant.

It was reasonable for the plaintiff to expect the defendant to remove any unverified items. The defendant refused to remove the unverified items and, as a direct result, the plaintiff was injured; the injury being the refusal of a mortgage.

Because the plaintiff was injured by the defendant, the plaintiff seeks $1 million in compensatory damages, $2 million in punitive damages and a writ of execution. The plaintiff also seeks to permanently close the credit file with EQUIFAX. The plaintiff does not have a contract with the defendant and the defendant has clearly demonstrated an inability to verify items on a credit report.

Exodus 20: 15-16. Further Affiant Sayeth Naught.

Dated: 11 June 20

Respectfully submitted,
Plaintiff/Appellant/Pro Se

Delglyn, James J.

Delglyn, James CNG©
Authorized Representative
Without the UNITED STATES

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Wisconsin, County of MILWAUKEE

Subscribed and sworn to (or affirmed) before me on this 11th day of JUNE, 2020 by JAMES DELGLYN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [signature] (seal)

MY COMMISSION EXPIRES ON MAY 11, 2024.