Appendix Index

App. A

Order of the U.S. Court of Appeals for the Ninth Circuit, dated August 17, 2026 (Dkt 29), denying Reconsideration for Stay/Injunction/Motion to Expedite and stating "No motions to reconsider, clarify, or modify this order will be entertained." (9th Cir. No. 26-3990)

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

AUG 17 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

CHIDDY GOLDEN, an Individual, Plaintiff - Appellant, v. TRANSUNION, LLC, a business entity, form unknown; et al., Defendants - Appellees.	No. 26-3990 D.C. No. 2:25-cv-11740-AH-SK Central District of California, Los Angeles ORDER

Before: S.R. THOMAS and FORREST, Circuit Judges.

The motion (Docket Entry No. 27) for reconsideration is denied. *See* 9th Cir. R. 27-10. All other requests in the motion are also denied. No motions to reconsider, clarify, or modify this order will be entertained.

The supplemented motions (Docket Entry Nos. 7, 23, 26) to proceed in forma pauperis are granted.

The opening brief is due September 30, 2026. The answering brief is due October 30, 2026. The optional reply brief is due 21 days after the answering brief is served.

Appellant is not required to submit excerpts of record. If appellant does not submit excerpts, appellees must submit all documents cited in the pro se opening brief or otherwise required by the rules. *See* 9th Cir. R. 30-1.

App. B

Order of the U.S. Court of Appeals for the Ninth Circuit, dated August 14, 2026 (Dkt 25), denying Emergency Motion for Injunction Pending Appeal and Motion to Expedite Briefing and Submission (9th Cir. No. 26-3990)

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

AUG 14 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

CHIDDY GOLDEN, an Individual, Plaintiff - Appellant, v. TRANSUNION, LLC, a business entity, form unknown; et al., Defendants - Appellees.	No. 26-3990 D.C. No. 2:25-cv-11740-AH-SK Central District of California, Los Angeles ORDER

Before: S.R. THOMAS and FORREST, Circuit Judges.

The motion (Docket Entry No. 21) for injunctive relief is denied. *See Feldman v. Ariz. Sec'y of State*, 843 F.3d 366, 367 (9th Cir. 2016) ("The standard for evaluating an injunction pending appeal is similar to that employed by district courts in deciding whether to grant a preliminary injunction."); *see also Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008) (defining standard for preliminary injunction in district court).

The request to expedite the briefing schedule is denied. Briefing remains stayed pending resolution of the motions to proceed in forma pauperis.

App. C

Order of the U.S. Court of Appeals for the Ninth Circuit, dated April 23, 2026 (Dkt 15), in interlocutory appeal (9th Cir. No. 25-8080)

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

APR 23 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

CHIDDY GOLDEN, Plaintiff - Appellant, v. TRANSUNION, a business entity, form unknown; et al., Defendants - Appellees.	No. 25-8080 D.C. No. 2:25-cv-11740-AH-SK Central District of California, Los Angeles ORDER

Before: SILVERMAN, BENNETT, and SANCHEZ, Circuit Judges.

The motion (Docket Entry No. 4) to proceed in forma pauperis is granted.

The motion (Docket Entry No. 6) for injunctive relief pending appeal is denied. *See Feldman v. Ariz. Sec'y of State*, 843 F.3d 366, 367 (9th Cir. 2016) ("The standard for evaluating an injunction pending appeal is similar to that employed by district courts in deciding whether to grant a preliminary injunction."); *see also Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008) (defining standard for preliminary injunction in district court).

The opening brief is due May 25, 2026. There is no appearance by appellees, so briefing will be complete when the opening brief is filed.

App. D

Order of the U.S. District Court for the Central District of California, dated June 17, 2026 (Dist. Ct. Dkt. 208), granting summary judgment and denying Rule 37(e)(2) spoliation relief

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 25-11740-AH(SKx)	Date	JUNE 17, 2026
Title	Chiddy Golden v. Transunion, LLC et al		

Present: The Honorable ANNE HWANG, UNITED STATES DISTRICT JUDGE

Yolanda Skipper	COURT SMART
Deputy Clerk	Court Reporter

Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
Chiddy Golden, In Pro Per	Heather C. Smith Thomas Abbott Caitlin Oswald Myra Feagin Ritika Singh

Proceedings: HEARING RE: VARIOUS MOTIONS

The case is called and counsel state their appearances. The Court and counsel confer.

Following discussion with the parties, the Court advises counsel that the Plaintiff's motion for summary judgment **[153] [156]**, are hereby taken under submission. A written order will issue.

The Court makes oral rulings for the reasons stated on the record as to the following motions:

Plaintiff's motion for leave to file supplemental exhibits in support of motion for summary judgment **[171]**, is granted.

Plaintiff's motion for review of (Dkt 158) Magistrate Judge MAY 14, 2026 Order denying Plaintiff's motions (Dkt 116, Dkt 132, Dkt 133, Dkt 140, Dkt 145, Dkt 146) , etc., **[160],** is denied.

Plaintiff's motion for review of Magistrate Judges Order Regarding Protective Order, fld 4-8-26 **[93],** is denied.
Plaintiff's motion for sanctions against all Defendants Pursuant to Federal Rule of Civil Procedure 37(e) and the Courts Inherent Authority. Plaintiffs Omnibus Motion for Sanctions for Spoliation of ESI against all Defendants Pursuant to FRCP 37(e), **[151]**, is denied.

Defendant's motion for sanctions against Plaintiff, Notice of motion and motion for attorney fees, **[161]**, is denied.

Plaintiff's Ex Parte application to Strike Notice of motion and motion for Summary Judgment as to Plaintiff Chiddy Golden and claims in the First Amended Complaint **153** due to unredacted document from the docket and to seal exposed personally identifiable information **[163]**, is denied.

Plaintiff's motion to disqualify Magistrate Judge Steve Kim, **[167]**, is denied.

Defendant's Motion to Strike Plaintiff's Motion for Summary, fld 5-21-26 **[170]**, is denied as moot.

Plaintiff's ex parte application to shorten time **[192]**, is denied as moot.

Motion to stay pending trial and trial filings deadlines pending the filing of and ruling on Equifax's motion for sanctions and Attorney's Fees pursuant to Rule 11, **[193]**, is denied as moot.

Plaintiff's motion for Review of Dkt 94 Magistrate Order De Novo Review **[98]**, is denied.

IT IS SO ORDERED.

cc: all parties

1:07

App. E

Judgment of the U.S. District Court for the Central District of California, entered June 18, 2026 (Dist. Ct. Dkt. 210)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHIDDY GOLDEN, Plaintiff, v. TRANSUNION, LLC; EXPERIAN INFORMATION SOLUTIONS INC.; EQUIFAX INFORMATION SERVICES, LLC, Defendants.	Case No. 2:25-cv-11740-AH-SKx **FINAL JUDGMENT [JS-6]**

The Court, having considered the papers and all other matters presented and accepted by the Court, GRANTED Defendants Experian Information Solutions, Inc.; Equifax Information Services LLC; and TransUnion LLC's (collectively, "Defendants") Motion for Summary Judgment based on its finding that were no triable issues of material fact as to the causes of action alleged by Plaintiff Chiddy Golden ("Plaintiff") against Defendants, as outlined in the Court's Order.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Defendants' Motion for Summary Judgment is GRANTED.
2. Plaintiff shall take nothing on its Complaint against Defendants.

3. Judgment is hereby entered in favor of Defendants and against Plaintiff.

This is a final judgment.

Dated: June 18, 2026

Anne Hwang

HON. ANNE HWANG
UNITED STATES DISTRICT JUDGE

App. F

Applicant's August 10, 2026 (Dkt 21) Emergency Motion for Injunction Pending Appeal and Motion to Expedite Briefing and Submission (9th Cir. No. 26-3990) (motion body only)

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 27. Motion for EMERGENCY MOTION FOR INJUNCTION PENDING APPEAL [FED. R. APP. P. 8(a)(2)] AND MOTION TO EXPEDITE BRIEFING AND SUBMISSION [CIRCUIT RULE 27-12]

Instructions for this form: http://www.ca9.uscourts.gov/forms/form27instructions.pdf

9th Cir. Case Number(s) 26-3990

Case Name Golden v. TransUnion, LLC, et al.

Lower Court or Agency Case Number 2:25-cv-11740-AH-SK

What is your name? Chiddy Golden

1. **What** do you want the court to do?

(1.) An Emergency Motion for injunction pending appeal under FRAP 8(a)(1)(C) and 8(a)(2); 28 U.S.C. § 1651(a); CCRAA § 1785.1 et seq, Cal. Civ. Code § 1785.31(b), entered on or before August 17, 2026, directing Defendants-Appellees Equifax, Experian, and Transunion to suppress from disclosure (not delete, not adjudicate, not adjudge) the single disputed collection tradeline reporting an alleged debt obligation with ["City View CA"] (and any substituted creditor, alleged as the new original creditor, in all consumer reports issued to third parties, until this Court resolves the merits of this appeal; and (2.) An order expediting briefing and submission under Circuit Rule 27-12, on the schedule proposed in § IX.

2. **Why** should the court do this? Be specific. Include all relevant facts and law that would persuade the court to grant your request. *(Attach additional pages as necessary. Your motion may not be longer than 20 pages.)*

Plaintiff satisfies Rule 8 and Winter. The reported original creditor is a non-entity (Undisputed by Defendants), Defendants did not dispute that Plaintiff never created the account or that it was fabricated, and the furnisher stated they had no records and produced no account-opening records or competent custodian. Dkts 176-1 Facts 26–27; 186-1 Fact 41; 102-2 Exhs. A–B. Plaintiff faces irreparable educational harm: absent immediate suppression of this single tradeline, he cannot timely secure aid or register for Fall 2026 on 8/17/2026. The balance of equities favors a temporary pause; Defendants face only suspension of reporting a disputed tradeline pending appeal. Further district-court motion practice is impracticable because that court previously denied the same relief, then delayed and denied Plaintiff's post-judgment IFP request without addressing his transcript request. See Fed. R. App. P. 8(a)(2)(A)(i)–(ii); Winter v. NRDC, 555 U.S. 7, 20 (2008).

Your mailing address:

825 S Hill St. #906

City Los Angeles State CA Zip Code 90014

Prisoner Inmate or A Number (if applicable)

Signature s Chiddy Golden **Date** 8/7/2026

EMERGENCY MOTION UNDER CIRCUIT RULE 27-3

EMERGENCY MOTION FOR INJUNCTION PENDING APPEAL [FED. R. APP. P. 8(a)(2)] AND MOTION TO EXPEDITE BRIEFING AND SUBMISSION [CIRCUIT RULE 27-12]; DECLARATION IN SUPPORT

RELIEF IS NEEDED BY AUGUST 17, 2026

Plaintiff-Appellant respectfully requests a ruling on or before August 17, 2026, the day the Fall 2026 registration window opens. Fed. R. App. P. 8(a)(2); 9th Cir. R. 27-1(3), 27-3.

INDEX OF EXHIBITS

(Fed. R. App. P. 8(a)(2)(B)(iii) — relevant parts of the record)

Ex.	Description	Record cite
1	University Fall 2026 academic calendar; enrollment status	Fall 2026 calendar; Dkt 156-4 Ex. 13
2	Federal student aid denial notices and correspondence	Dkt 177 Ex. 8; Dkt 156-1 ¶ 19; Dkt 177 Ex. 9
3	District court docket excerpt; e-mail to courtroom deputy (June 26, 2026)	9th Cir. Dkt 7, Ex. C
4	Order denying summary judgment relief / granting Defendants' MSJ	Dkt 209
5	Omnibus order denying spoliation, Rule 56(d), Rule 72(a), sanctions	Dkt 208
6	Judgment	Dkt 210
7	Motion for IFP and transcripts	Dkt 212, 212-1
8	Order denying IFP on appeal	Dkt 218
9	Ninth Circuit order granting IFP (Dkt 15), Case No. (25-8080)	Case No. (25-8080), 9th Cir. Dkt 15
10	December 2025 TRO/PI motions and denial orders	Dkts 3, 11, 12, 17, 26, 32

11	Defendants' Rule 56 statement (non-entity facts undisputed)	Dkt 176-1, Facts 26–27
12	Defendants' reply statement (fabrication undisputed)	Dkt 186-1, Fact 41
13	Furnisher response (no records) and unsigned custodian declaration	Dkt 102-2, Exs. A & B
14	Transunion concession re: absence of declaration	Dkt 131 at 5
15	"Certificates of Authenticity"	Dkt 156-4, Ex. 26 at 254–55
16	Certified Secretary of State / LA County non-registration records	Dkt 156-4, Ex. 16-17 Page ID# 5077-5085; Dkt 67 §§ V–VI
17	Omnibus Rule 37(e)(2)(C) spoliation motion and exhibits	Dkt 151, Exs. 1–7; Dk 187, Exs. 8-12; Defendants Responses 152, 174, 174-1–174-3
18	Reply, notice of lodging, supplemental authority, withdrawal of lesser sanctions	Dkts 149, 187, 188, 191, 207
19	Transcript excerpt - recorded admission "I've already reported to the other bureaus"	Dkt 156-4, Page ID #:5015, 24:22–24:49
20	"Move-out statement" comparison showing truncated creation date	Dkt 153-9 Ex. J vs. Dkt 156-4 Ex. 24 at 228
21	Rule 36 default motion and denial orders	Dkts 146, 158, 160
22	Plaintiff's cross-motion for summary judgment	Dkt 155, Dkt 156
23	Dkt 87 discovery order	Dkt 87

24.	Equifax Interrogatories 18, 20-25 at Page ID #:6782-6794	Dkt 177-4, at Page ID #:6782-6795
25.	Experian Interrogatories 19, 21-25 at Page ID #:6796-6808	Dkt 177-4 at Page ID #:6796-6808
26.	Transunion Interrogatories 17-25 at Page ID #:6810-6831	Dkt 177-4 at Page ID #:6810-6831
27.	Contradictions in defendants Narrative Unit 207 and Unit 217	Dkt 186 at 13-14; Dkt 186-1 ¶ 19
28	Assurances from Defendants that if Signature was not provided within 30 days the Disputed tradeline would be deleted.	Experian: Dkt 151-2 Page ID 3836 at Timestamp 5:04 - 5:38, 5:39 - 5:46; Transunion: Dkt 151-2 Page ID 3830 at Timestamp 8:00 - 9:38
29	Defendants prior bank/credit-line loan narrative from unaltered portions remaining in Defendants' incomplete call productions	Equifax: Dkt 151-2 Page ID 3810 at Timestamp 13:06 - 13:32, Dkt 151-2 Page ID 3814 at timestamp 23:28 - 23:42; Experian: Dkt 151-2 Page ID 3837 at Timestamp 5:50 - 6:05, Dkt 151-2 Page ID 3838 at Timestamp 7:45 - 8:31
30	Plaintiff's (Unopposed) Rule 56(d) Motion to Defer Summary Judgment	Dkt 192

I. CIRCUIT RULE 27-3 CERTIFICATE

Pursuant to Circuit Rule 27-3(c), Plaintiff-Appellant, appearing pro se, certifies as follows.

(i) The facts showing the existence and nature of the claimed emergency

Plaintiff-Appellant is an enrolled university student. His continued enrollment depends on federal student aid. Defendants report, and have repeatedly re-verified as "accurate," a single collection tradeline for an alleged debt attributed to an "original creditor" that **Defendants themselves did not dispute is a non-entity** (Dkt 176-1, Facts 26–27), arising from an account that **Defendants themselves did not dispute Plaintiff never created and that is fabricated** (Dkt 186-1, Fact 41).

That tradeline has already cost Plaintiff two academic semesters (Spr., Sumr.). Plaintiff's Fall 2026 registration window opens **August 17, 2026** and closes **August 21, 2026**; classes begin **August 24, 2026**. Aid certification and loan disbursement must be in process during that window or Plaintiff cannot register, cannot pay tuition, and will be administratively dropped. Unless this Court orders the single disputed tradeline suppressed from Plaintiff's consumer files before **August 17, 2026**, Plaintiff will lose a **third** consecutive semester, an injury no money judgment entered months or years from now can undo.

The Supreme Court has described exactly this harm: credit-reporting mistakes "can lead lenders to insist on higher interest rates or other terms that make it 'difficult or impossible' for consumers 'to obtain a mortgage, auto loan, **student loan**, or other credit.'" *USDA Rural Hous. Serv. v. Kirtz*, 601 U.S. 42, 46–47 (2024) (slip op. 4) (emphasis added).

(ii) Whether the relief sought was first sought in the district court, and if not, why the motion should not be remanded or denied

It was. Plaintiff sought precisely this relief (a temporary suppression of this single tradeline so he could obtain student aid) in the district court in December 2025, by TRO and preliminary injunction (Dkts 3, 12, 26). Defendants did not oppose, Transunion only responded by email stating that they Opposed Dkt 26, but provided no response opposition. The district court denied relief anyway (Dkts 11, 17, 32), crediting a "reasonable reinvestigation / accurate tradeline" premise that no Defendant had submitted any evidence to support. Plaintiff appealed; that appeal was dismissed after final judgment.

Plaintiff has not filed a fourth renewed Rule 8(a)(1) application below, and this motion should not be remanded or denied on that account, because moving first for a fourth request in the district court is now impracticable within the meaning of Fed. R. App. P. 8(a)(2)(A)(i) for the reasons detailed in **§ V**: (1) the ten-day window makes district-court adjudication unattainable on this record of delay; (2) the same court denied the identical relief on an unopposed record 3 times and then, through Dkt 208/209, cleared every motion that threatened its "accuracy" premise in a single order without individualized reasoning; and (3) most concretely, when Plaintiff asked that court for a purely ministerial post-judgment accommodation (IFP and transcripts under Fed. R. App. P. 24(a) and 28 U.S.C. § 753(f)) the court delayed two weeks, **denied relief this Appeals Court had granted the same litigant on the same affidavit ten weeks earlier**, never addressed the transcript request, never found the appeal frivolous or taken in bad faith, and told Plaintiff to seek the relief here instead (Dkt 218). A court that will not grant the ministerial cannot realistically be expected to grant the extraordinary within ten days.

In the alternative, the December 2025 denials independently satisfy Fed. R. App. P. 8(a)(2)(A)(ii).

II. RELIEF REQUESTED

Plaintiff-Appellant respectfully moves this Court for:

1. An Emergency Motion for injunction pending appeal under Fed. R. App. P. 8(a)(1)(C) and 8(a)(2); 28 U.S.C. § 1651(a); FCRA § 1681 et seq; CCRAA § 1785.1 et seq, Cal. Civ. Code § 1785.31(b), entered **on or before August 17, 2026**, directing Defendants-Appellees Equifax, Experian, and Transunion to **suppress from disclosure** (not delete, not adjudicate, not adjudge) the single disputed collection tradeline reporting an alleged debt obligation with ["City View CA"] (and any substituted creditor, alleged as the new original creditor, in all consumer reports issued to third parties, **until this Court resolves the merits of this appeal**; and

2. An order expediting briefing and submission under Circuit Rule 27-12, on the schedule proposed in § IX.

The relief sought is narrow, reversible, and status-quo-preserving. It asks this Court to decide nothing about the merits. It asks only that a single line item (one that Defendants' own summary-judgment papers do not dispute is traceable to a non-entity and to an account Plaintiff never opened) stop foreclosing a student's access to federally guaranteed education loans while this Court reviews a judgment that rests on that very line item.

III. INTRODUCTION

This is not an ordinary FCRA appeal, and it is not a debt dispute. It is a case in which:

- Three national credit reporting agencies reported and repeatedly re-verified a tradeline whose named "original creditor" **does not exist**, per certified Government records from the California Secretary of State and Los Angeles County records (Exhibit 16 RE: Dkt 156-4, Ex. 16-17 Page ID# 5077-5085), a fact Defendants' own Rule 56 statement did not dispute (Exhibit 11 RE: Dkt 176-1, Facts 26–27);
- Defendants' own reply statement **did not dispute** that Plaintiff "never created any account and the debt is entirely fabricated" (Dkt 186-1, Fact 41);
- The furnisher stated in writing that it has **no records** of any credit line or application for Plaintiff (Dkt 102-2, Ex. A) and **refused to sign** the custodian-of-records declaration Defendants themselves drafted for it (Dkt 102-2, Ex. B), a refusal Transunion conceded on the docket "prevent[ed] any purported chance for perjury" (Dkt 131 at 5);
- When the non-entity problem surfaced, Defendants abandoned their original "bank / credit-line" story and cycled through a **carousel of substitute "original creditors"** with no chain of title linking any of them to the tradeline they had already certified as accurate; and
- Defendants produced **altered, truncated, spliced, and missing** call recordings of the very dispute calls at issue, then filed **sworn declarations contradicted by their own productions and by Plaintiff's carrier logs and lodged unedited audio**.

The district court granted summary judgment to Defendants on that record. To do so it (a) never ruled on (never even listed) Plaintiff's cross-motion; (b) admitted Defendants' entire evidentiary showing through counsel and litigation-analyst declarations (who inherently lacked personal knowledge) and "Certificates of Authenticity" engineered to omit the custodial assurances Rules 803(6) and 902(11) require (even though defendants are aware of what it should assure (Dkt 102-2, Ex. B)); (c) declared there was "no evidence" of inaccuracy while Defendants' own concessions of non-existence and fabrication sat in the Rule 56 statements; (d) declared there was "no evidence" of furnishing to other CRAs while a Defendant's agent says on the docketed recording, "I've already reported to the other bureaus" (Dkt 156-4, Page ID #:5015, 24:22–24:49); (e) let a **local** rule extinguish Rule 36(a)(3)'s **self-executing** federal admissions; (f) struck a properly noticed dispositive Rule 37(e)(2)(C) spoliation motion, re-set the refiled version to two weeks *after* the summary-judgment hearing, recharacterized the resulting Rule 56(d) (Exhibit 30 RE: Dkt 192) application as a motion to "shorten time," and then denied spoliation relief in a single conclusory paragraph after acknowledging on the record that chambers had received the audio and the perjury materials; and (g) cleared every remaining motion as "moot" in the same order that entered judgment.

Then, after judgment, it denied Plaintiff the IFP status **this Appeals Court had already granted him** in the same litigation, on the same (A-018) form, ten weeks earlier, on nothing but speculation that his sworn statement of worsening indigency might not be true (Dkt 218).

Plaintiff does not need this Court to accept all of that today. Under *Leiva-Perez v. Holder*, 640 F.3d 962 (9th Cir. 2011), he needs to show that irreparable harm is **probable** and that he has, at minimum, "a substantial case for relief on the merits." *Id.* at 968. He has far more. Several of the errors below are of the kind that are **reversed as a matter of course**, (omission of a cross-motion from Rule 56 review (*Fair Hous. Council of Riverside Cnty., Inc. v. Riverside Two*, 249 F.3d 1132, 1136–37 (9th Cir. 2001)); use of a local rule to override a self-executing federal rule (*Marshall v. Gates*, 44 F.3d 722, 725 (9th Cir. 1995); Fed. R. Civ. P. 83(a)(1)); judgment resting on unauthenticated documents and counsel argument (*Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 773 (9th Cir. 2002); *Hal Roach Studios, Inc. v. Richard Feiner & Co.*, 896 F.2d 1542, 1550 (9th Cir. 1989)); and refusal to apply Rule 37(e)(2)'s elements to a developed ESI record (*Leon v. IDX Sys. Corp.*, 464 F.3d 951, 958–59 (9th Cir. 2006)). These are not sufficiency defects subject to harmless-error salvage. They are the **absence of the process the Federal Rules guarantee.**

IV. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff, the tradeline, and the harm

Plaintiff is a university student who depends on federal student aid to remain enrolled and register for courses and pay for Tuition. Beginning in October 2025, Equifax, Experian, and Transunion each reported a collection tradeline showing an alleged debt obligation with ["City View CA"] listed as the original creditor. Plaintiff never opened an account with that entity, never signed any contract with it, and never incurred any obligation in the amount of the alleged debt. He disputed the tradeline through the § 1681i reinvestigation process; each Defendant "verified" it.

Credit denials followed. Inquiries and denials tied to the tradeline appear on the same exhibit spanning the pre-filing period (December 4–5, 2025) and early 2026 (Exhibit 2 RE: Dkt 177, Ex. 9). Plaintiff has already lost two semesters. [Exhibit 2 RE: Dkt 156-1 ¶ 19.]

B. Four independent prima facie showings of inaccuracy - each sufficient standing alone

Under *Carvalho v. Equifax Information Services, LLC*, 629 F.3d 876 (9th Cir. 2010), a consumer must make "a 'prima facie showing of inaccurate reporting.'" *Id.* at 890 (quoting *Dennis v. BEH-1, LLC*, 520 F.3d 1066, 1069 (9th Cir. 2008)). Information is inaccurate where it is "patently incorrect" or "misleading in such a way and to such an extent that it can be expected to adversely affect credit decisions." *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009). **Plaintiff satisfied that threshold four separate times:**

1. The reported original creditor is a legal and factual non-entity - and Defendants did not dispute it.

Certified Government records from the California Secretary of State and Los Angeles County fictitious-business-name records establish that neither "City View CA" nor the later-substituted "City View Apartments" is registered or capable of existing as a legal person under 1 U.S.C. § 1 (the Dictionary Act) and FCRA § 1681a(b). **Defendants' own Rule 56 statement did not dispute it** (Exhibit 11 RE:

Dkt 176-1, Facts 26–27). The Supreme Court holds that the FCRA defines "person" to "'mea[n] any individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity,'" and "[w]hen Congress takes the trouble to define the terms it uses, a court must respect its definitions as 'virtually conclusive.'" *Kirtz*, 601 U.S. at 46, 53 (quoting *Sturgeon v. Frost*, 587 U.S. 28, 56 (2019)). A non-entity is not a "person." It cannot originate a contract, accrue a balance, hold business records, employ a custodian, or assign a debt. Reporting one as an originating creditor is patently incorrect and fatally inaccurate. Defendants' own sworn interrogatory responses independently confirm that they could not supply the factual foundation for treating the reported non-entity as an accurate original creditor.

All defendants were served with the second Interrogatories on April 13, 2026. Equifax acknowledged that the second interrogatories were served April 13 and due May 13, 2026, yet repeatedly answered the requests concerning creditor identity, registry verification, custodial foundation, assignment, and the link between "City View CA" and "City View Apartments" with boilerplate objections and statements that it had "not searched" for responsive information (because none existed). It identified no registered entity, no database or government registry checked during reinvestigation, no custodian capable of authenticating the substituted records, and no chain of title connecting the names. It also blatantly misrepresented the statute of limitations as having expired (even though it has not). [Exhibit 24 RE: Dkt 177-4, Equifax Interrogatories 18–25, Page ID #:6782–6795].

Experian did not provide that missing foundation either, and they provided untimely responses and misrepresented the date of service to cover it up. Experian repeatedly disclaimed responsibility for the inaccuracy by repeatedly saying the tradeline was furnished by "IQ Data" and that the furnisher certified the information through the ACDV process; it did not identify the legal entity reported as "City View CA", a custodian, a registry verification, or a chain-of-title document. Most tellingly, Experian expressly "does not take a position" whether "City View CA" and "City View Apartments" are the same alleged legal entity. [Exhibit 25 RE: Dkt 177-4, Experian Interrogatories 19, 21–25, Page ID #:6796–6808].

Transunion likewise misrepresented the date of Service. It refused to identify the legal name, organization, or principal place of business of the nonexistent entity it reported and verified as "City View CA". Instead, it asserted that a different furnisher supplied the collection information, objected on privilege and timing grounds, and directed Plaintiff to prior productions without identifying a custodian, authentic records, or a chain of title linking the reported creditor to the later rent narrative. [Exhibit 26 RE: Dkt 177-4, Transunion Interrogatories 17–25, Page ID #:6810–6831].

Thus, under oath, none of the three CRAs supplied evidence that the alleged debt existed, that the reported original creditor existed, that the substituted entities were legally or factually connected, or that the tradeline had a verifiable factual basis. Nor did their responses squarely dispute Plaintiff's showing that no consumer-initiated account existed and that the debt was fabricated.

2. Defendants did not dispute that no account was ever created and the debt is fabricated. (Exhibit 12 RE:Dkt 186-1, Fact 41.) That single unrebutted concession disposes of accuracy.

3. The furnisher has no records and refused to swear to any.
The furnisher's written response states it has no records of credit lines or applications for Plaintiff (Exhibit 13 attached RE: Dkt 102-2, Ex. A). It **declined to sign** the "Declaration of Custodian of Records" Defendants drafted (Exhibit 13 attached RE: Dkt 102-2, Ex. B). Transunion conceded that this "response did not include a declaration of any kind, preventing any purported chance for perjury" (Exhibit 14 RE: Dkt 131 at 5). Defendants then substituted stripped-down "Certificates of Authenticity" (Exhibit 15 RE: Dkt 156-4, Ex. 26 at 254–55) that omit the very custodial assurances Rules 803(6) and 902(11) demand. Their prior crafted declaration request at Exhibit 13 showed that they knew what such a certification is supposed to assure from an actual custodian of records.

The deficiency was apparent even during the dispute calls. Experian told Plaintiff that, if the furnisher could not provide a signature showing that Plaintiff opened the account, the account would have to be removed; it further acknowledged that a furnisher could not provide such a signature if Plaintiff never had an account. (Exhibit 28 Attached RE: Dkt 151-2, Page ID #:3836, 5:04–5:46). Transunion likewise explained that it would look for proof of Plaintiff's connection to the account, including payment history, ownership, or a signature. (Exhibit 28 Attached RE: Dkt 151-2, Page ID #:3830, 8:00–9:38). No signature, account application, account-opening record, or competent custodian declaration was ever produced. Instead, the furnisher later stated it had no records of credit lines or applications for Plaintiff (Exhibit 13 attached for Dkt 102-2, Ex. A), and Defendants relied on stripped-down certificates that did not supply the missing foundation.

4. The mid-litigation substitution of the original creditor is itself an admission of inaccuracy.
Defendants reported and repeatedly re-verified "City View CA" (described to Plaintiff in dispute calls as a **bank or credit line**. Only after Plaintiff proved that entity does not exist did Defendants pivot to a rent narrative tied to "City View Apartments", then to further names via subpoena) none with a documented chain of title back to the tradeline actually reported. A CRA cannot substitute the identity of the original creditor mid-litigation without conceding that what it previously certified as accurate was not. Compounding this, Defendants' own moving papers place Plaintiff simultaneously in Unit 207 and Unit 217 at the same address [Exhibit 27 RE: Dkt 186 at 13-14; Dkt 186-1 ¶ 19], and no unlawful-detainer or eviction record exists for the claimed four-year unpaid-rent narrative. And a "d/b/a" is not a rhetorical convenience; it is a legal status requiring a registered fictitious business name and it is undisputed that there are none here. *See* Cal. Bus. & Prof. Code § 17918.

C. Rule 37(e)(2)(C) spoliation of ESI, supported by demonstrably false declarations
The dispute calls are the case. They are where each CRA's reinvestigation conduct, and its original "bank" characterization of the debt, were recorded. Defendants had to be compelled through a Court Order to produce the call recordings because they ignored Plaintiff's Rule 34 requests for all such and related ESI Discovery. After receiving the Court Order they did not produce all calls, the ones produced were altered, spliced and manipulated. Plaintiff's omnibus Rule 37(e)(2)(C) motion (Dkt 151, refiled after Dkt 147 was struck at Dkt 150) put before the district court:

- A transcript of the **full** December 5 Equifax call (Ex. 2) beside a transcript of Equifax's **truncated/altered production** of the same call (Ex. 3);

- A transcript of Transunion's heavily **spliced/deleted portions** November 6 production (Ex. 4);
- Transcripts of **truncated** Experian productions for October 30, November 19, and December 5 (Exs. 5, 6, 7);
- The lodged **full, unedited Experian December 5 call exceeding 70 minutes** (Ex. 8) and full Equifax audio (Ex 12);
- **Phone-carrier logs** proving that calls Transunion swore never occurred on December 5th did in fact occur (Ex. 10), including a separate November 19 call placed at approximately 11:31 a.m. lasting approximately 13 minutes to the same number. The carrier logs proved other calls with other CRA Defendants were deleted.

The deleted segments were not random. They captured Plaintiff putting Defendants on notice regarding the creditor's fatal defects, and Defendants' own agents describing the debt as a **bank/credit line tied to ["City View CA"]** and its principle address reported as ("16044 Nippet LN, Moreno Valley"), precisely the narrative Defendants later abandoned. Defendants also never produced their own internal call logs, despite Rule 34 requests and Dkt 87's production order.

The unaltered portions remaining in Defendants' incomplete call productions corroborate the prior bank/credit-line narrative used during the reinvestigation process to verify the disputed account. In the December 5 Equifax call, the representative told Plaintiff, "That's why I am redirecting you to that bank, bank or the lender that put the collection" and later stated "So basically if you really think that is an authorized collections account on your file, again, you may contact the bankers itself". [Exhibit 29 RE: Dkt 151-2, Page ID #:3810, 13:06–13:32; Page ID #:3814, 23:28–23:42.] In an Experian call, after Plaintiff asked, "so are they're claiming that this is like a loan and I signed for it or something like that?", the representative answered that it was "Yeah, they're claiming that this is a collection of the original creator ["city view ca"]. [Exhibit 29 RE: Dkt 151-2, Page ID #:3837, 5:50–6:05]. These surviving excerpts contradict the later post-litigation rent narrative and corroborate that Defendants initially treated the disputed account as a bank/loan or credit-line collection account tied to ["City View CA"]. Defendants' incomplete productions also omitted additional portions of these calls and other entire calls bearing on that prior narrative and Plaintiff's disputes and defendants' representations. See (Exhibit 29 attached RE: Equifax: Dkt 151-2 Page ID 3810 at Timestamp 13:06 - 13:32, Dkt 151-2 Page ID 3814 at timestamp 23:28 - 23:42; Experian: Dkt 151-2 Page ID 3837 at Timestamp 5:50 - 6:05, Dkt 151-2 Page ID 3838 at Timestamp 7:45 - 8:31)

Defendants then compounded spoliation with false sworn statements. Equifax's declarations denied altering a **"December 6"** call (a date Plaintiff never challenged because no calls occurred that date to Defendants) leaving the December 5 side-by-side comparison entirely unrebutted. Transunion's declarations swore that the heavily altered November 6th call was exactly the full unaltered call and denied the existence of calls that Plaintiff's carrier records and lodged audio prove occurred. (Exhibit 17-18 RE: Dkts 151, 152, 174, 174-1 to 174-3, 187, 188, 191, 207.) Plaintiff **withdrew** his lesser sanctions requests (Dkt 207) and asked the court to decide the motion under Rule 37(e)(2)(C) alone. Rule 37(e)(2) provides that on "finding that the party acted with the intent to deprive another party of the information's use in the litigation," the court may "(A) presume that the lost information was unfavorable to the party; (B) instruct the jury that it may or must presume the information was unfavorable to the party; or (C) dismiss the action or enter a default judgment." The district court made

no finding on lost ESI, **no** finding on prejudice, and **no** finding on intent to deprive, after acknowledging on the record at the June 17 hearing that chambers had received the audio and the perjury materials. The record the Court acknowledged receiving objectively and unequivocally showed Spoliation and intent to deprive and yet the Court ignored it all to grant the perpetrators Summary Judgment.

Plaintiff's sworn testimony, call records, full recordings, defendants' altered productions, and the transcript comparisons satisfy the factual predicates for Rule 37(e): relevant ESI should have been preserved, was lost or altered, cannot be restored from defendants' complete internal logs because they were not produced, and the pattern supports the requested finding of intent to deprive under Rule 37(e)(2)(C).

D. December 2025: emergency relief denied against a silent record

Plaintiff's December 2025 TRO and PI motions sought only a temporary pause of this one tradeline so he could secure time-sensitive federal aid. They were supported by sworn declarations, documentary exhibits, and proof of service on all three CRAs. **No Defendant opposed.** The court denied relief anyway and, with no evidentiary submission from any Defendant, adopted a "reasonable reinvestigation / accurate tradeline" premise and asserted Defendants had not been notified. (Exhibit 10 RE: Dkts 3, 11, 12, 17, 26, 32.)

That premise, adopted without an adversarial record, became the lens for everything after.

E. The pattern: every mechanism that could test the premise was closed

- **Dkt 87** confined Plaintiff to roughly five or six combined court-drafted interrogatories and admissions, excluded the December 2025 notice timeline and creditor-identity topics from his own Rule 33/34/36 discovery, and left Defendants' subpoena and discovery arsenal untouched. Review and clarification were refused (Dkts 104, 118, 119).
- A **protective order** was entered on Defendants' proposed form with no document-specific good-cause finding, over Plaintiff's objections (Dkts 88, 90, 93), then invoked to deny motions to quash. *Cf. Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130, 1135–36 (9th Cir. 2003); *Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002).
- **Ghost-creditor subpoenas** proceeded; three motions to quash, a motion to strike counsel's declaration, reconsideration motions, ex parte applications, and a request for limited-scope counsel were denied or labeled "moot" (Dkts 84, 89, 91, 94, 108, 110, 111, 118, 119, 128, 132, 133, 140, 158). Dkt 119 denied a quash motion on the express premise that "if the entity doesn't exist as Plaintiff contends, the subpoena will be a dead end", then Dkt 209 relied on materials harvested from that very "dead end."
- **Rule 36(a)(3) admissions** against Transunion, deemed admitted by operation of law, were nullified as "untimely" and for noncompliance with **Local Rule 37-1** (Dkts 146, 158, 160).
- **Rule 30(b)(6)** relief was improperly struck then after Plaintiff refiled, it was scheduled into irrelevance (Dkts 162, 164, 175).
- **Dkt 208/209** granted summary judgment and, in the same order, denied the refiled spoliation motion, the Rule 56(d) application (recharacterized by the District Judge as a request to "shorten

time"), the Rule 72(a) objections, and the Plaintiff's sanctions motions (without proper or any individualized reasoning) and declared everything else "moot."

F. Post-judgment: the district court denied what this Court had already granted

Plaintiff filed Dkt 212 on **June 18, 2026**, the day judgment entered, seeking IFP on appeal under Fed. R. App. P. 24(a) and 28 U.S.C. § 1915, and transcripts of the February 11, February 26, and June 17, 2026 hearings under 28 U.S.C. § 753(f). The Court was aware that the tradeline had already cost him student aid and further delay threatened Fall 2026 enrollment (because the underlying case was placed on an expedited schedule to meet the Fall 2026 schedule). He also told the court that **this Appellate Court had granted him IFP in the same litigation on April 23, 2026**, and stated under oath that his finances had worsened since.

The motion sat for two weeks while the court ruled on later-filed defense matters. Plaintiff had to e-mail the courtroom deputy to obtain a ruling. On **July 2, 2026**, Dkt 218 denied IFP, not because it found the affidavit false, the appeal frivolous, or the appeal taken in bad faith, but because the court thought it "less clear" how Plaintiff paid monthly expenses. It theorized (with no factual evidence of its own in the record) that Plaintiff's circumstances "could have changed," identified **no evidence** of any new income or asset, and **never mentioned the transcript request at all.** It then directed Plaintiff to seek the relief in this Court.

That reasoning is untenable on its face. Student loans are **debt**, not present income. IFP does not require destitution: "We cannot agree with the court below that one must be absolutely destitute to enjoy the benefit of the statute. We think an affidavit is sufficient which states that one cannot because of his poverty "pay or give security for the costs . . . and still be able to provide" himself and dependents "with the necessities of life."" *Adkins v. E.I. DuPont de Nemours & Co.*, 335 U.S. 331, 339 (1948); *accord Escobedo v. Applebee's*, 787 F.3d 1226, 1234 (9th Cir. 2015). And "[a] district court abuses its discretion when it applies the wrong legal standard or when its findings of fact or its application of law to fact are 'illogical, implausible, or without support in inferences that may be drawn from the record.'" *Hymas v. U.S. Dep't of Interior*, 73 F.4th 763, 770 (9th Cir. 2023) (quoting *Glick v. Edwards*, 803 F.3d 505, 508 (9th Cir. 2015)).

Plaintiff moved under Fed. R. App. P. 24(a)(5) in this Court (9th Cir. Dkt 7). That episode is the one of the most concrete proof of impracticability in this record, and Plaintiff relies on it in § V.C below.

V. THIS COURT MAY GRANT RELIEF: THE RULE 8(a)(2)(A)(i) IMPRACTICABILITY EXCEPTION IS SATISFIED

A. The rule

FRAP 8(a)(1) provides that a party "must ordinarily move first in the district court" for, among other things, "an order suspending, modifying, restoring, or granting an injunction while an appeal is pending." Fed. R. App. P. 8(a)(1)(C). But Rule 8(a)(2) permits the motion to be made here where it either "**(i)** show[s] that moving first in the district court would be impracticable; **or (ii)** state[s] that, a motion having been made, the district court denied the motion or failed to afford the relief requested and state[s] any reasons given by the district court for its action." Fed. R. App. P. 8(a)(2)(A). The motion must also supply "the reasons for granting the relief requested and the facts relied on," sworn statements supporting disputed facts, and "relevant parts of the record." *Id.* 8(a)(2)(B). Plaintiff satisfies each: the reasons and facts are in §§ III–IV and VI; the sworn statement is the accompanying Declaration; the record excerpts are the attached Exhibits; and notice was given per § IX(C); Form 16 *Id.* 8(a)(2)(C). "Impracticable" is not "impossible." It is a practical inquiry. Both branches of it are met here.

B. Impracticability by timing: ten days, on a record of demonstrated delay

Relief must issue **by August 17, 2026** (ten days from filing) to be worth anything. Under the district court's own local practice, a noticed motion is set weeks out. Plaintiff's only alternative would be an ex parte application, and that district court judge has repeatedly denied ex parte relief on it's insurmountable *Mission Power* formalities without reaching the merits, even where Transunion affirmatively stated it "does not oppose Plaintiff's Motion on the merits" (Dkts 99, 100, 102, 122, 124, 125, 127, 128).

The most recent data point is decisive. A **purely ministerial** post-judgment request (IFP and transcripts, filed the day judgment entered, on an expedited case schedule for Fall 2026 semester) took **two weeks** and required Plaintiff to e-mail chambers staff to obtain any ruling at all (Dkt 212 – Dkt 218). A request for what that court considers an **extraordinary** equitable remedy against three national CRAs will not move faster. Requiring Plaintiff to file it anyway would consume the entire window and produce nothing but a denial dated after registration closes.

C. Impracticability by demonstrated futility: the District court will not grant what it has already refused, including what this Appellate Court has granted

Rule 8(a)(1)'s ordinary-first-resort requirement exists so the appellate court has the benefit of the district court's considered judgment and so the trial court gets the first opportunity to correct itself. Neither purpose can be served here, because **this district court has already had both opportunities and used them the other way**:

1. It denied identical relief 3 prior times on an unopposed record. In December 2025 Plaintiff asked for exactly what he asks for now. No Defendant filed anything. The court denied relief and supplied Defendants' argument for them, crediting a "reasonable reinvestigation" and an "accurate tradeline" without a single page of Defendants' evidence, and asserting Defendants lacked notice but later refused to allow Plaintiff to test that assertion of lack of notice during Discovery or through Plaintiff's motion to compel. (Exhibit 10, Exhibit 23 RE: Dkts 3, 11, 12, 17, 26, 32, 87.) A court that denies unopposed emergency relief will not grant opposed emergency relief.

2. It has since built the entire judgment on that premise and cleared every challenge to it in one order. Dkt 208/209 granted summary judgment while simultaneously disposing of the refiled Rule 37(e)(2) spoliation motion, the Rule 56(d) application, the Rule 72(a) objections, and the sanctions motions (with no individualized reasoning) and declaring the remainder "moot." Asking that court to now enjoin the reporting it has just declared accurate is asking it to reverse its own final judgment after being told it was wrong.

3. It denied Plaintiff the IFP status this Court had already granted him, on the same affidavit, ten weeks earlier, and then told him to come here. This is the point that removes any doubt. On April 23, 2026, **this Court** evaluated Plaintiff's financial affidavit in the interlocking interlocutory appeal in this same litigation and granted IFP Ninth Cir. Case (25-8080) at 9th Cir. Dkt 15. Dkt 212 disclosed that grant and swore that Plaintiff's circumstances had **worsened.** Dkt 218 nonetheless denied IFP on the theory that circumstances "could have changed," identifying no contrary evidence, speculating about prior student-loan debt as though it were income, never applying *Adkins*, never addressing 28 U.S.C. § 753(f) or the transcript request, and never certifying that the appeal was frivolous or lacked a substantial question. Then it directed Plaintiff to Fed. R. App. P. 24(a)(5), that is, **to this Court**.

The implication is unavoidable and it is dispositive of the impracticability question. If a litigant cannot obtain from this district court a routine, evidence-free-to-deny fee waiver that this Court has already granted him on the identical showing, there is no realistic prospect that he can obtain from that court, in ten days, an injunction against three defendants in whose favor it has just entered final judgment. What remains is not adjudication. It is delay, delay that, on this calendar, is itself the denial. And Dkt 218's obstruction of the transcript request is delay aimed at the appellate record itself: the June 17 transcript is where the court acknowledged receiving the spoliation audio and the perjury declarations before denying Rule 37(e)(2) relief.

D. Rule 8's policy concerns are fully satisfied, this Court is not being asked to act on a bare record

This is not a litigant bypassing the trial court to get a fresh look. Plaintiff:

- **Did** move for a TRO and preliminary injunction below, and was denied (Exhibit 10 RE: Dkts 3, 11, 12, 17, 26, 32);
- **Did** appeal those denials, which was dismissed only because final judgment intervened (Dkt 18, Dkt 33;
- **Then** litigated discovery, three motions to quash, two sanctions motions, Rule 36 admissions, Rule 30(b)(6), a Rule 37(e)(2)(C) spoliation motion with lodged audio and transcripts, a Rule 56(d) application, cross-motions for summary judgment, Rule 72(a) objections, and a disqualification motion; all to final judgment.

The record before this Court is not thin; it is one of the most fully developed records a pro se consumer appeal is likely to present, and it already contains the district court's own reasons for refusing this relief. Rule 8(a)(2)(A)(ii) is therefore satisfied in the alternative: a motion "having been made, the district court denied the motion," and its stated reasons (the "reasonable reinvestigation/accurate tradeline" premise) are before this Court and are the subject of the appeal.

E. This Court has the authority to grant the relief sought

Two independent sources supply it.

First, statutes. Plaintiff's live claims include FCRA § 1681 *et seq.* and California's CCRAA, Cal. Civ. Code § 1785.1 *et seq.*, claims Dkt 209 reached and resolved (§ III.B.3). The CCRAA expressly authorizes the relief requested: "**Injunctive relief shall be available to any consumer aggrieved by a violation or a threatened violation of this title whether or not the consumer seeks any other remedy under this section.**" Cal. Civ. Code § 1785.31(b). This forecloses any argument that the remedy sought is unavailable in kind.

Second, Rule 8 and the All Writs Act. FRAP 8(a)(1)(C) and 8(a)(2) expressly contemplate "granting an injunction while an appeal is pending," and 28 U.S.C. § 1651(a) empowers this Court to "issue all writs necessary or appropriate in aid of [its] jurisdiction[]." Where, as here, the passage of a fixed calendar deadline would inflict the precise injury the appeal seeks to remedy (and would do so before this Court can rule) an order preserving the status quo (before the disputed tradeline appeared) is necessary to keep the appeal meaningful.

VI. ARGUMENT: THE INJUNCTION-PENDING-APPEAL FACTORS ARE SATISFIED

The governing framework is *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7 (2008), as applied in the appellate-relief posture by *Nken v. Holder*, 556 U.S. 418 (2009), and *Leiva-Perez*. A movant "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Winter*, 555 U.S. at 20. *Nken* frames the same inquiry as "(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies." *Nken*, 556 U.S. at 434 (quoting *Hilton v. Braunskill*, 481 U.S. 770, 776 (1987)).

Two refinements matter here.

First, the merits showing is not a coin-flip prediction. *Leiva-Perez* holds that "to justify a stay, petitioners need not demonstrate that it is more likely than not that they will win on the merits," and that "a 'reasonable probability' or 'fair prospect,'" "a substantial case on the merits," and "serious legal questions are raised" are "essentially interchangeable" formulations, "none of [which] demand a showing that success is more likely than not." 640 F.3d at 966–68. "Regardless of how one expresses the requirement, the idea is that in order to justify a stay, a petitioner must show, at a minimum, that she has a substantial case for relief on the merits." *Id.* at 968.

Second, the sliding scale survives. "[S]erious questions going to the merits' and a hardship balance that tips sharply toward the plaintiff can support issuance of an injunction, assuming the other two elements of the *Winter* test are also met." *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011); *see Leiva-Perez*, 640 F.3d at 964–66 (adopting the *Abbassi* "continuum," under which "the relative hardships to the parties provid[e] the critical element"), *id.* at 970 (movant must show irreparable harm is **probable** and either "a strong likelihood of success on the merits" or "a substantial case on the merits and that the balance of hardships tips sharply in [his] favor").

Throughout, Plaintiff's pro se filings below were entitled to liberal construction, *Haines v. Kerner*, 404 U.S. 519, 520 (1972); *Balistreri v. Pacifica Police Dep't*, 901 F.2d 696, 699 (9th Cir. 1990), a standard the record shows was not applied.

A. Likelihood of success: the judgment rests on at least nine independently reversible errors, several of which are reversed as a matter of course

The point of this section is not volume. It is that the appeal does not depend on any one argument. **Reversal follows if this Court agrees with any single one of the following.** Each is reviewed under a standard the district court's ruling fails.

1. Prima facie inaccuracy was established four times over, and the court declared "no evidence" - reviewed de novo

Dkt 209 held that "beyond arguments regarding the legal status of the creditor, Plaintiff does not offer any evidence showing that any relevant facts in the collection account or credit report are incorrect." That statement cannot survive de novo review against the record catalogued in § IV.B: the certified non-entity records and Defendants' non-dispute of them (Exhibit 11 RE: Dkt 176-1, Facts 26–27); Defendants' non-dispute that no account was created and the debt is fabricated (Exhibit 12 RE: Dkt 186-

1, Fact 41); the furnisher's written denial of any records and refusal to certify (Exhibit 13, 14 RE: Dkt 102-2, Exs. A & B; Dkt 131 at 5); and the mid-litigation substitution of the original creditor itself.
On summary judgment, "the substantive law will identify which facts are material," and "summary judgment will not lie if the dispute about a material fact is 'genuine,' that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). "[T]he judge's function is not himself to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial." *Id.* at 249; *accord Soremekun v. Thrifty Payless, Inc.*, 509 F.3d 978, 984 (9th Cir. 2007) ("the court does not make credibility determinations or weigh conflicting evidence"). All reasonable inferences run to the nonmovant. *In re Oracle Corp. Sec. Litig.*, 627 F.3d 376, 387 (9th Cir. 2010). Declaring "no evidence" while the movant's own Rule 56 statements concede non-existence and fabrication is not inference-drawing; it is record-rewriting.

2. Rule 37(e)(2)(C) spoliation of ESI, with demonstrably false declarations - abuse of discretion, and the elements were never applied

This is the error that should be resolved first, because it is the one the district court most conspicuously refused to touch.

Rule 37(e)(2) authorizes the presumption, adverse-inference instruction, or dismissal/default "only upon finding that the party acted with the intent to deprive another party of the information's use in the litigation." A finding of intent "eliminates the requirement that the opposing party be prejudiced by the spoliation," and "permits the adverse inference 'that the lost information was unfavorable.'" *OmniGen Rsch., LLC v. Yongqiang Wang*, 321 F.R.D. 367, 372 (D. Or. 2017). In this Circuit, "[d]ismissal is an available sanction when 'a party has engaged deliberately in deceptive practices that undermine the integrity of judicial proceedings,'" and "a party's destruction of evidence qualifies as willful spoliation if the party has 'some notice that the documents were potentially relevant to the litigation before they were destroyed.'" *Leon*, 464 F.3d at 958, 959. Independently, a federal court's inherent power reaches a party who has "willfully deceived the court and engaged in conduct utterly inconsistent with the orderly administration of justice," *Anheuser-Busch, Inc. v. Nat. Beverage Distribs.*, 69 F.3d 337, 348 (9th Cir. 1995), and "allows a federal court to vacate its own judgment upon proof that a fraud has been perpetrated upon the court," *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991).

The record satisfied every element and the court found none of them:

- **ESI that should have been preserved:** dispute-call recordings, in litigation, subject to Rule 34 requests and Dkt 87's production order.
- **Lost or altered:** proven by side-by-side transcript comparison of Defendants' own productions against Plaintiff's unedited originals (Dkt 151, Dkt 187 Exs. 1-12), proven by side by side comparison of plaintiff's excerpt of retained audio backups to Defendants heavily altered and visibly truncated corresponding call recordings, and proven by carrier logs proving the existence of calls Defendants swore never happened (Exhibit 17-18 attached).
- **Intent to deprive:** the deleted content is not random. It is the notice of undisputed incurable defects and the CRAs' own "bank / credit line" characterization and other damaging admissions and evidence, the exact material Defendants abandoned when the rent narrative replaced it.

- **Sealed by Objective perjury:** Equifax's declarations altering a **December 6** call Plaintiff never challenged, leaving the actual December 5 call recording comparison and other alterations unrebutted; Transunion's declarations denied calls the carrier logs objectively prove occurred and denied objective alteration and missing portions. Experian's declarations denied alterations, truncations and calls the carrier logs objectively prove occurred. A false denial made to defeat a spoliation motion is itself evidence of intent to deprive.

The district judge acknowledged on the record at the June 17 hearing that chambers had received the audio and the perjury declarations. Dkt 208 then denied Rule 37(e)(2) relief without analyzing lost ESI, prejudice, or intent, and without confronting a single transcript comparison. **Failing to apply the governing framework at all is not an exercise of discretion; it is the abdication of it.** And the district court's ongoing refusal to authorize the June 17 transcript (Dkt 218) is a direct attempt to keep that abdication off the appellate record.

3. Plaintiff's cross-motion was never adjudicated - structural, and reversed as a matter of course

Plaintiff filed his own summary-judgment motion (Exhibit 22 RE: Dkt 155, Dkt 156) grounded in Defendants' Rule 33 and Rule 36 responses, the furnisher's admissions, and the non-entity record. Dkt 209's "Proceedings" section lists only Dkt 153, Dkt 177, and Dkt 186. **The cross-motion appears nowhere in the order.** That is squarely foreclosed: "when parties submit cross-motions for summary judgment, '[e]ach motion must be considered on its own merits'… In fulfilling its duty to review each cross-motion separately, the court must review the evidence submitted in support of each cross-motion," and "must consider the appropriate evidentiary material identified and submitted in support of both motions, and in opposition to both motions, before ruling on each of them." *Riverside Two*, 249 F.3d at 1136–37. There is no harmless-error path around the complete omission of a dispositive motion from Rule 56 review.

4. Judgment rests on counsel-manufactured, unauthenticated evidence - reversed as a matter of course

Defendants' showing came from declarations by litigation counsel and litigation analysts (Dkts 153-3 to 153-8) and defective "Certificates of Authenticity" (Exhibit 15 RE: Dkt 156-4, Ex. 26 at 254–55) drafted to omit custodial assurances. That is not competent Rule 56 evidence:

- "Authentication is a 'condition precedent to admissibility,' and this condition is satisfied by 'evidence sufficient to support a finding that the matter in question is what its proponent claims.'" *Orr*, 285 F.3d at 773.
- "It is well established that unauthenticated documents cannot be considered on a motion for summary judgment… 'documents must be authenticated by and attached to an affidavit that meets the requirements of [Rule] 56(e) and the affiant must be a person through whom the exhibits could be admitted into evidence.'" *Hal Roach Studios*, 896 F.2d at 1550.
- "The arguments and statements of counsel 'are not evidence and do not create issues of material fact capable of defeating an otherwise valid motion for summary judgment.'" *Barcamerica Int'l USA Tr. v. Tyfield Imps., Inc.*, 289 F.3d 589, 593 n.4 (9th Cir. 2002); *accord British Airways Bd. v. Boeing Co.*, 585 F.2d 946, 952 (9th Cir. 1978); *Singh v. INS*, 213 F.3d 1050, 1054 n.8 (9th Cir. 2000).

- "Business records are not normally self-proving. For the records to be admissible, the following foundational facts must be established through the custodian of the records or another qualified witness: (1) the records must have been made or transmitted by a person with knowledge at or near the time of the incident recorded; and (2) the record must have been kept in the course of a regularly conducted business activity." *United States v. Ray*, 930 F.2d 1368, 1369 (9th Cir. 1991).
- A proponent "may not circumvent" Rule 902(11)'s written-notice requirement or "combine Rules 803(6) and 803(8) into a hybrid rule to excuse its failure to comply with either." *United States v. Weiland*, 420 F.3d 1062, 1072–74 (9th Cir. 2005). To the extent Defendants attempt to circumvent the Rules further, Plaintiff made more than an adequate showing that "the source of information or the method or circumstances of preparation indicate a lack of trustworthiness" in his moving papers and objections.

Here the defect is **incurable, not formal**. The court invoked *Fraser v. Goodale*, 342 F.3d 1032 (9th Cir. 2003), which excuses the *form* of evidence that could be presented admissibly at trial. But in *Fraser* the declarant had personal knowledge. Here, counsel has no personal knowledge of a **non-existent** entity's recordkeeping, and no substitute witness can ever cure that, because the entity does not exist (undisputed by defendants [Exhibit 11 RE: Dkt 176-1 Facts 26–27]. The court compounded this by using a non-binding out-of-district decision, *Holt v. Noble House Hotels & Resort, Ltd.*, 370 F. Supp. 3d 1158 (S.D. Cal. 2019), to create their own precedent and blanket-overrule Plaintiff's objections as "duplicative of the summary judgment standard," inverting Rule 56(c)(2), which expressly preserves objections that material "cannot be presented in a form that would be admissible in evidence."

Also improperly credited: the "move-out statement" (Ex. 20 Attached) whose creation date was **truncated** for summary judgment relative to the identical document produced directly to Plaintiff (Dkt 156-4, Ex. 24 at 228), which shows creation on **October 31, 2025, after Plaintiff's disputes had began**; the alleged lease (Dkt 156-4 at 243-244) bearing yet another creditor name inconsistent with the tradeline actually reported; and a ledger (Dkt 177-4 at 22) introducing yet another creditor name, beginning approx. a year after the claimed move-in date, and likewise generated October 31, 2025. *Cf. Conn. Gen. Life Ins. Co. v. New Images of Beverly Hills*, 482 F.3d 1091, 1095–96 (9th Cir. 2007). (imposing severe sanctions where a litigant photocopied a document to cut off part of a date, altering the timeline).

5. A local rule was used to extinguish a self-executing federal rule - reversed as a matter of course

Transunion did not serve valid Rule 36 responses within 30 days; its certificate of service was unsigned. The matters were admitted by operation of law. "It is undisputed that failure to answer or object to a proper request for admission is itself an admission: the Rule itself so states." *Asea, Inc. v. S. Pac. Transp. Co.*, 669 F.2d 1242, 1245 (9th Cir. 1981). "Unanswered requests for admissions may be relied on as the basis for granting summary judgment." *Conlon v. United States*, 474 F.3d 616, 621 (9th Cir. 2007). "No motion to establish the admissions is needed because [Rule 36(a)] is self executing." *FTC v. Medicor LLC*, 217 F. Supp. 2d 1048, 1053 (C.D. Cal. 2002). Transunion never moved under Rule 36(b) to withdraw or amend.

The court denied Plaintiff's motion to confirm the admissions as "untimely" and for "lack of compliance with Local Rule 37-1" (Dkt 158), affirmed at Dkt 160. A local rule "must be consistent with (but not duplicate) federal statutes and rules," Fed. R. Civ. P. 83(a)(1), and "a motion for summary judgment cannot be granted simply because the opposing party violated a local rule," *Marshall v. Gates*, 44 F.3d 722, 725 (9th Cir. 1995). The admissions covered exactly the facts Defendants later declined to dispute in [Exhibit 12 RE: Dkt 186-1, Fact 41]. Plaintiff however did not violate Local Rule 37-1, nor did Rule 37-1 apply to the motion to confirm the self-executing federal rule as the admissions were not being compelled, they were already automatically admitted.

6. *Carvalho* should not carve out a loophole to an existence dispute; *Kirtz* and *Gross* were not applied at all - de novo

Carvalho's statement that reinvestigation claims are not a vehicle for "collaterally attacking the legal validity of consumer debts," 629 F.3d at 892, cannot be read to create a categorical FCRA exemption for information defendants label "legal." Congress imposed no legal-versus-factual gatekeeping rule in §§ 1681e(b) or 1681i, and the modern appellate courts are removing that unworkable loophole (created in large part through arguments of the CRAs) and take an approach that also asks whether the asserted inaccuracy is objectively and readily verifiable, not whether it can be rhetorically described as "legal." *Holden v. Holiday Inn Club Vacations Inc.*, 98 F.4th 1359, 1363 (11th Cir. 2024); *Sessa v. Trans Union, LLC*, 74 F.4th 38, 43–44 (2d Cir. 2023); *Roberts v. Carter-Young, Inc.*, 119 F.4th 398, 405–06 (4th Cir. 2025). Plaintiff does not ask defendants to adjudicate contract enforceability, weigh competing defenses, or decide a complex legal dispute [Dkt 67 §§ V–VI]. He identifies objectively verifiable record facts: no consumer-initiated account, a reported original creditor that government-certified records show is a non-entity, no registered fictitious-business-name connection, no authentic account-opening or chain-of-title record, and defendants' own undisputed admissions that the named creditors are non-entities and that Plaintiff never created the account, along with their other prima facie admission of inaccuracy by substituting the disputed account information post hoc and mid-litigation. Those facts establish that the tradeline is inaccurate; they do not depend on a collateral adjudication of a allegedly valid debt's enforceability.

Dkt 209 attempted to seize on an out of context phrase "legally nonexistent phantom entity" to create a straw-man and recast a factual showing as a legal argument, while the underlying evidence is certified government registration records and Defendants' own concessions. It then confined *Gross v. CitiMortgage, Inc.*, 33 F.4th 1246 (9th Cir. 2022), to furnishers by observing that "Defendants here are CRAs," creating a CRA-only safe harbor from the very legal/factual dodge *Gross* identifies as a loophole. And it never applied § 1681a(b) or *Kirtz*'s instruction that a congressional definition is "virtually conclusive." 601 U.S. at 53.

The result is the "accurate transcription" fallacy: that a report is "accurate" so long as the CRA faithfully repeats what a furnisher said. The FCRA says the opposite. Section 1681e(b) requires a CRA to "follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates," and § 1681i(a)(5)(A) requires that when disputed information "is found to be inaccurate or incomplete **or cannot be verified**," the CRA "shall ... promptly delete that item of information from the file of the consumer, or modify that item." Faithful stenography for a phantom creditor is not a reasonable procedure.

That reading defeats the FCRA's consumer-protection design. As the Supreme Court explained, "[r]ecognizing the importance of accuracy in credit reporting, Congress adopted the Fair Credit Reporting Act in 1970 (FCRA)." *USDA Rural Hous. Serv. v. Kirtz*, 601 U.S. 42, 45 (2024). The original

Act authorized consumers to seek damages against consumer reporting agencies and users of their information. Congress then broadened the statute in 1996: after adding duties for persons who furnish information to investigate consumer disputes and correct mistakes, Congress revised the remedial provisions so that consumers could sue "[a]ny person" who willfully or negligently fails to comply with "any" FCRA "requirement." Id. at 46–47 (quoting 15 U.S.C. §§ 1681n(a), 1681o(a)). The statute therefore exists to protect consumers from the real consequences of inaccurate credit reporting and to hold covered actors accountable when they violate its accuracy, investigation, and correction duties. It does not protect CRAs from liability merely because they repeat a furnisher's unverifiable assertion. The developing appellate authority rejects the same loopholes. "Whether the alleged inaccuracy is factual or legal is beside the point. Instead, what matters is whether the alleged inaccuracy was objectively and readily verifiable." *Holden v. Holiday Inn Club Vacations Inc.*, 98 F.4th 1359, 1363 (11th Cir. 2024). The Fourth Circuit likewise held: "There is no hard line rendering legal disputes unverifiable under this standard." *Roberts v. Carter-Young, Inc.*, 131 F.4th 241, 251 (4th Cir. 2025). *Sessa* reaches the same core conclusion: the FCRA does not turn on a categorical legal/factual label. Here, the inaccuracy was readily verifiable. A brief 15 second search of publicly available state and county entity and fictitious-business-name records would have informed Defendants of the fatal inaccuracy, instead they repeatedly chose to blindly "rubber stamp" the furnisher assertions. The Supreme Court in *Kirtz* recently reminded the courts, 'our role is to apply the law, not rewrite it.' The Supreme Court's instruction is controlling: courts must enforce Congress's chosen definitions and statutory duties, not create a CRA immunity Congress never enacted. Other circuits are converging on the same rule: the dispositive question is objective verifiability, not a label designed to recast an objectively inaccurate report as a "legal dispute."

7. A recorded party admission was declared not to exist - CCRAA § 1785.25(a)

Dkt 209 held: "There are no facts or evidence indicating Defendants furnished information to other CRAs." The docket contains a recording of Defendants' own agent saying, **"I've already reported to the other bureaus."** Dkt 156-4, Page ID #:5015, timestamp 24:22–24:49. Section 1785.25(a) provides: "A person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate." The statute applies to any "person" who furnishes information to a consumer credit reporting agency, not only furnishers in the narrow Cavalry sense and it provides no blanket immunity based on the corporate title of "Consumer Credit Reporting Agency" if that entity actually transmits inaccurate data to another CRA. Declaring "no evidence" in the face of a docketed party admission resolves a material dispute for the movant and is reversible on de novo review.

8. Permissible purpose was manufactured, and discovery suppression was charged to Plaintiff - 15 U.S.C. § 1681b

Dkt 209 reasoned that Transunion had a permissible purpose because the furnisher sought the report "to collect on the debt Plaintiff owed to IQ Data", thereby installing the **collection agency** as the creditor, a fifth "Original Creditor" identity appearing after Defendants prior substitutions and alibi/narratives deviations ("City View CA", "City View Apartments", "Pacifica Huntley", "City View"). The Courts transformation of the alleged furnisher into the newest iteration of the alleged "Original Creditor" appears nowhere in the record nor did Defendants present such a position. Section 1681b(a)(3)(A) requires an account "of the consumer." A nonexistent debt owed to no one cannot supply it. The Court's statement that Plaintiff produced "no evidence" of Experian/Equifax furnishing to third parties before suit ignores the mechanical reality of how credit reporting works and the undisputed fact that the tradeline appears on those Experian and Equifax reports only because those CRAs granted access to IQ Data. The Court does not explain how else access could be granted to report the inaccuracy because § 1681b is a threshold step for any reporting and cannot be avoided. Therefore, the reporting itself is irrefutable, concrete proof that Equifax, Experian as well as Transunion provided file access to a third party without a valid permissible purpose, in addition to the inquiry log Transunion produced showing no permissible purpose listed whereas all other Creditors listed their permissible purpose on the same inquiry log.

Both Experian/Equifax were ordered to produce inquiry logs, furnisher communications and other ESI and did not. Charging a movant's suppression of ordered discovery against the nonmovant inverts Rule 56. *Cf. Laub v. U.S. Dep't of Interior*, 342 F.3d 1080, 1093 (9th Cir. 2003).

9. Cumulative structural error and the appearance of a preconditioned outcome

Individually each error above is reversible. Together they share one architecture: a premise adopted at the TRO/PI stage without an adversarial record, then defended against every federal rule Plaintiff invoked to test it (Rule 56, Rules 602/803(6)/902(11), Rule 36(a)(3), Rule 37(e)(2), Rule 56(d), and Rule 72(a)). Disqualification standards are objective: "[W]hether a reasonable person with knowledge of all the facts would conclude that the judge's impartiality might reasonably be questioned." *United States v. Hernandez*, 109 F.3d 1450, 1453 (9th Cir. 1997). Recusal is warranted where conduct reveals "such a high degree of favoritism or antagonism as to make fair judgment impossible." *Liteky v. United States*, 510 U.S. 540, 555 (1994). And due process supplies a floor: "Under our precedents there are objective standards that require recusal when 'the probability of actual bias on the part of the judge or decisionmaker is too high to be constitutionally tolerable.'" *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 872 (2009) (quoting *Withrow v. Larkin*, 421 U.S. 35, 47 (1975)).

Conclusion on this factor. Plaintiff does not merely present "serious questions going to the merits," *Cottrell*, 632 F.3d at 1131–32, or "a substantial case for relief on the merits," *Leiva-Perez*, 640 F.3d at 968. On the omitted cross-motion, the local-rule override of Rule 36(a)(3), and the unadjudicated Rule 37(e)(2) record, he presents a strong likelihood of success on questions that leave nothing for harmless-error review.

B. Irreparable harm is not merely possible - it is certain, and it is calendared

Leiva-Perez requires that "irreparable harm is probable." 640 F.3d at 970. Here it is arithmetic. Registration opens **August 17, 2026** and closes **August 21, 2026**. Classes begin **August 24, 2026**. Federal aid certification and disbursement must be in process during that window. Plaintiff's aid has been denied because of this tradeline. If the tradeline is still reporting on August 17, Plaintiff cannot fund tuition, cannot register, and will be administratively dropped, a **third** lost semester, after the two that the same tradeline has already cost him.

The Supreme Court has already characterized this injury. Credit-reporting errors "can lead lenders to insist on higher interest rates or other terms that make it 'difficult or impossible' for consumers 'to obtain a mortgage, auto loan, **student loan**, or other credit.'" *Kirtz*, 601 U.S. at 46–47. And "[a] credit report can determine everything from whether a person can secure a credit card, purchase a home, win a new job, or start a small business." *Id.* at 45 (slip op. 1).

The harm is irreparable in the strict sense - **money cannot restore it**:

- **A lost semester cannot be re-lived.** Prerequisite sequences, cohort progression, financial-aid satisfactory-academic-progress status, scholarship and enrollment eligibility, and graduation timing are all disrupted by a gap term, and a damages award in 2027 restores none of them.
- **The interval compounds the injury.** Each additional term of non-enrollment increases the risk of academic dismissal or forced re-application (with no guarantee of readmittance), and pushes back the degree on which Plaintiff's future earning capacity (and his ability to repay the very student debt the district court held against him in Dkt 218) depends. If this semester is missed, then deferral will be unavailable and plaintiff will be forced to begin repaying the prior loans without having yet acquired the fruits of the immense labor, such as the high paying job in the field of study required to complete the high repayments of the prior loans.
- **The harm is ongoing and self-reinforcing.** So long as the tradeline reports, each new aid application generates another denial and another derogatory data point.

There is also a distinctly appellate dimension. Without relief, the appellate process itself becomes the instrument of the injury: even a complete victory on the merits months from now arrives after the Fall 2026 and Spring 2027 semesters are gone. That is precisely the circumstance in which an order preserving the status quo is "necessary or appropriate in aid of" this Court's jurisdiction. 28 U.S.C. § 1651(a).

C. The balance of equities tips sharply (indeed, overwhelmingly) toward Plaintiff

Plaintiff asks that **one line item** be suppressed from third-party disclosure for the duration of an expedited appeal. He does not ask that it be deleted permanently as of now. He does not ask for damages as of now. He does not ask this Court to declare the alleged debt invalid as of now. Suppression is fully reversible: if Defendants prevail, the tradeline is restored.

Against that, Defendants' cognizable injury is difficult to identify at all. Temporary suppression of one disputed tradeline in one consumer file:

- costs them nothing measurable;
- impairs no lending decision they make (they are not lenders);
- is a routine operation their own systems already perform during disputes and reinvestigations; and
- is expressly contemplated by the statutory scheme, which requires deletion or modification when disputed information "cannot be verified," 15 U.S.C. § 1681i(a)(5)(A), and Defendants have never produced a competent custodian, an authentic account file, or a chain of title for this one.

The asymmetry is stark: on one side, the loss of a university education and the consequential damages; on the other, a temporary suppression flag on a single tradeline that Defendants' own Rule 56 papers did not dispute is traceable to a non-entity and to an account that was never created. Weighed against a record of altered and missing call recordings and declarations contradicted by the producing parties' own materials, there is no equity in permitting Defendants to keep the benefit of that tradeline while this Court reviews how the judgment was obtained.

D. The public interest favors relief

Accurate credit reporting. Congress enacted the FCRA and California enacted the CCRAA precisely to prevent this. The statutes command "reasonable procedures to assure maximum possible accuracy," 15 U.S.C. § 1681e(b), prohibit furnishing information a person "knows or should know … is incomplete or inaccurate," Cal. Civ. Code § 1785.25(a), and require prompt deletion or modification of disputed information that "cannot be verified," 15 U.S.C. § 1681i(a)(5)(A). California has gone further and declared that "[i]njunctive relief **shall** be available to any consumer aggrieved by a violation or a threatened violation of this title." Cal. Civ. Code § 1785.31(b). Granting the requested relief enforces a legislative judgment; denying it nullifies one.

Access to education. The public has an interest in students not being locked out of federally guaranteed education loans by a tradeline attributed to an entity that does not exist. The Supreme Court identified student-loan access as a paradigm of the harm the FCRA targets. *Kirtz*, 601 U.S. at 46–47.

Integrity of the judicial process. Where a record contains altered and missing ESI and sworn statements contradicted by the producing parties' own productions and by carrier logs, the public interest is not served by letting the parties who created that record retain the full benefit of the judgment while this Court examines it. *Chambers*, 501 U.S. at 44–46; *Anheuser-Busch*, 69 F.3d at 348.

VII. THE SCOPE OF RELIEF IS NARROW AND SELF-LIMITING

To eliminate any concern about breadth, Plaintiff asks only for an order that:

1. Applies to **one** tradeline: the collection account reporting an alleged debt obligation with "City View CA" (and any substituted creditor, alleged as the new original creditor;
2. Directs **suppression from disclosure in consumer reports furnished to third parties**, not deletion from Defendants' internal files as of now, which preserves the evidentiary record intact;
3. **Expires automatically** upon this Court's disposition of the merits of this appeal, or on such earlier date as the Court sets;
4. Adjudicates **nothing** about the alleged validity of the debt, the accuracy of the reporting, or any Defendant's liability; and
5. May be **dissolved on motion** by any Defendant on a showing of changed circumstances.

Plaintiff further requests that the Court consider entering an **immediate administrative injunction** pending disposition of this motion, so that briefing on the motion does not itself consume the August 17 deadline.

VIII. IN THE ALTERNATIVE

If this Court concludes that a district-court application is required notwithstanding § V, Plaintiff respectfully requests, in the alternative, that the Court:

(a) enter an **administrative injunction preserving the status quo** and remand for the limited purpose of a Rule 8(a)(1) determination **with a directive that the district court rule by a date certain no later than August 14, 2026**; or

(b) treat this motion as a petition for a writ of mandamus under 28 U.S.C. § 1651(a) directing the district court to rule forthwith.

Absent a date certain, remand is functionally a denial. The Dkt 212 to Dkt 218 sequence (two weeks, chambers-staff intervention, no ruling on the transcript request, bias and the preconditioned outcome) is the record's own evidence of that.

IX. MOTION TO EXPEDITE BRIEFING AND SUBMISSION [CIRCUIT RULE 27-12]

Circuit Rule 27-12 provides that "[m]otions to expedite briefing and hearing may be filed and will be granted upon a showing of good cause," and that "'[g]ood cause' includes, but is not limited to, situations in which … **(3) in the absence of expedited treatment, irreparable harm may occur or the appeal may become moot.**" The Rule also requires that "[t]he motion shall set forth the status of transcript preparation and opposing counsel's position," and permits "a proposed briefing schedule and date for argument or submission."

A. Good cause

Ground (3) is squarely met. Without expedition, the ordinary briefing and disposition cycle (approx. 10-14 months) will run past Fall 2026, Spring 2027, Summer 2027. Each additional term of non-enrollment inflicts the identical irreparable injury described in § VI.B and increases the risk that Plaintiff's academic standing is terminated outright, at which point the relief this appeal seeks becomes largely academic. Expedition is also the necessary companion to the injunction: the narrower and more temporary the injunction, the stronger the case for granting it, and expedition is what keeps it temporary.

B. Status of transcript preparation (required disclosure)

Transcript preparation is **not complete and is not underway**, through no fault of Plaintiff:

- Plaintiff requested transcripts of the February 11, February 26, and June 17, 2026 hearings under 28 U.S.C. § 753(f) in **Dkt 212**, filed the day judgment entered.
- **Dkt 218 did not address the transcript request at all.** It made no § 753(f) determination, did not find the appeal frivolous, and did not find the absence of a substantial question.
- Plaintiff's Fed. R. App. P. 24(a)(5) motion, **9th Cir. Dkt 7**, remains pending in this Court and seeks both IFP status and an order directing preparation of those transcripts.

Plaintiff respectfully requests that this Court resolve 9th Cir. Dkt 7 in conjunction with this motion and direct **immediate** preparation of the February 11, February 26, and June 17, 2026 transcripts. The June 17 transcript is independently critical: it is where the district judge acknowledged on the record that chambers had received the lodged audio and the perjury declarations before denying Rule 37(e)(2) relief.

C. Position of opposing counsel

Notice was provided to Defendants. Equifax, Experian, and Transunion opposed.

D. Proposed schedule

Event	Proposed date
Transcripts ordered/prepared	Within 14 days of the Court's order
Appellant's Opening Brief	21 days after the last transcript is filed
Appellees' Answering Brief(s)	21 days after the Opening Brief
Appellant's Reply Brief	14 days after the Answering Brief(s)
Argument or submission	At the Court's earliest available calendar

Plaintiff will accept a shorter schedule if the Court prefers.

X. CONCLUSION AND PRAYER FOR RELIEF

A university student lost his access to federal student aid because three credit reporting agencies reported a nonexistent debt that, on their own summary-judgment papers, is owed to no one, on an account they did not dispute was never created. When he asked the district court to pause that reporting long enough to stay in school, no defendant even opposed him, and the court denied him anyway. When he proved the dispute recordings had been altered and that the declarations denying it were false, the court denied relief without applying Rule 37(e)(2). When he moved for summary judgment on his opponents' own admissions and undisputed evidence, the court never mentioned his motion. And when he asked only for the fee waiver this Court had already granted him, the court delayed two weeks, denied it on speculation, ignored his transcript request, and told him to come here.

And so he is here seeking relief.

WHEREFORE, Plaintiff-Appellant respectfully requests that this Court:

1. **GRANT** an injunction pending appeal under Fed. R. App. P. 8(a)(1)(C) and 8(a)(2); 28 U.S.C. § 1651(a); FCRA § 1681 et seq; CCRAA § 1785.1 et seq, Cal. Civ. Code § 1785.31(b), **on or before August 17, 2026**, directing Defendants-Appellees Equifax Information Services, LLC, Experian Information Solutions, Inc., and Transunion LLC to suppress from all consumer reports furnished to third parties the single disputed collection tradeline described in § VII.1, until this Court's disposition of the merits of this appeal;
2. **ENTER** an immediate administrative injunction preserving the status quo pending disposition of this motion;
3. **GRANT** the motion to expedite briefing and submission under Circuit Rule 27-12 on the schedule proposed in § IX.D, or on any schedule the Court prefers;
4. **GRANT** 9th Cir. Dkt 7, directing immediate preparation of the February 11, February 26, and June 17, 2026 transcripts under 28 U.S.C. § 753(f), and granting leave to proceed in forma pauperis under Fed. R. App. P. 24(a)(5); and
5. **GRANT** such other and further relief as the Court deems just and proper.

Dated: August 7, 2026

By:/s/ Chiddy Golden

Chiddy Golden
Pro Se Plaintiff-Appellant

DECLARATION OF [NAME] IN SUPPORT OF EMERGENCY MOTION

(Fed. R. App. P. 8(a)(2)(B)(ii))

I, Chiddy Golden, declare:

1. I am the Plaintiff-Appellant, appearing pro se. I am over eighteen and competent to testify to the matters below, which are within my personal knowledge.
2. I am an enrolled student at USC. My continued enrollment depends on federal student aid.
3. USC's Fall 2026 course registration window opens **August 17, 2026** and closes **August 21, 2026**. Fall 2026 classes begin **August 24, 2026**. True and correct copies of the University's published registration calendar are attached as **Exhibit 1**.
4. My federal student aid applications have been denied because of the disputed collection tradeline described in this motion. True and correct copies of the denial notices and related correspondence are attached as **Exhibit 2**. I have already lost two semesters as a result Spring and Summer 2026.
5. If the tradeline is still reporting when the registration window opens on August 17, 2026, I will be unable to secure aid, unable to pay tuition, unable to register, and will be administratively dropped. I will lose the Fall 2026 and the Spring 2027 semesters.
6. I never created the account, and it and the alleged debt are entirely fabricated.
7. Defendants did not dispute in their summary-judgment statement that ["City View CA"] and ["City View Apartments"] are non-entities, or Plaintiff's assertion that he never created an account and that the debt is fabricated. (Exhibit 11, 12 RE: Dkt 176-1, Facts 26–27; Dkt 186-1, Fact 41.)
8. The reports identified ["City View CA"] as the original creditor and alleged it was a bank regarding a credit line; defendants later substituted and relied on multiple different alleged "original creditors" and a manufactured rent-debt narrative.
9. Defendants did not provide Plaintiff with a document establishing a chain of title or registered fictitious-business-name connection linking those post hoc substitutions to the original creditor identified in the reported tradeline "City View CA". True and correct copies of the relevant reports, discovery responses, and government records are attached as Exhibits [13, 16, 24, 25, 26].
10. In December 2025 I moved in the district court for a temporary restraining order and a preliminary injunction seeking a temporary pause of this same tradeline so that I could obtain student aid. No defendant filed any opposition. The district court denied the motions. (Dkts 3, 11, 12, 17, 26, 32.)
11. On June 18, 2026 (the day final judgment entered) I filed my notice of appeal and a motion for leave to proceed in forma pauperis on appeal and for transcripts under 28 U.S.C. § 753(f). (Dkts 211, 212.).
12. My motion remained unruled for approximately two weeks, during which the district court ruled on defense matters filed after my motion. On June 26, 2026 I e-mailed the courtroom deputy to request a ruling. On July 2, 2026 the court denied IFP and did not address the transcript request. (Dkt 218; Exhibit 3.)
13. On April 23, 2026, the Ninth Circuit granted me in forma pauperis status in the interlocking interlocutory appeal in this same litigation, based on the same form of financial affidavit. My financial circumstances have worsened, not improved, since that date. I disclosed both facts to the district court in Dkt 212.
14. On July 3, 2026 I filed an expedited motion in this Court under Fed. R. App. P. 24(a)(5) seeking expedited IFP status and preparation of transcripts. (9th Cir. Dkt 7.) It remains pending.
15. I personally participated in dispute-related telephone calls with Equifax, Experian, and Transunion concerning the disputed tradeline. During those calls, I explained the inaccuracies and defects

regarding the original creditor, ["City View CA"], that the debt was nonexistent and that I had never opened the alleged account.

16. During calls I personally participated in with Equifax, Transunion and Experian concerning the disputed tradeline, representatives described the alleged account as connected to a bank, lender, loan, credit line, or collection account associated with ["City View CA"]. In the December 5, 2025 Equifax call, I heard the representative refer me to "that bank" or "the lender that put the collection," and later refer to "the bankers." In an Experian call, after I asked whether Defendants were claiming I signed for a loan, the representative stated that the account was a collection of the original creditor "City View CA". True and correct copies of the relevant excerpts and transcripts are attached as [Exhibit 29].
17. The recordings Defendants produced were incomplete. Based on my comparison with the limited backups of the full recordings and call records in my possession, the productions omit portions of calls concerning my disputes and the asserted basis for the account. True and correct copies of the full recordings, Defendants' produced versions, carrier records, and comparison transcripts are attached as [Exhibits 17–18].
18. Defendants also denied or failed to produce recordings of calls in which I participated that I know occurred. For example, I personally placed and participated in a Transunion call on December 5, 2025 that defendants later claimed had never occurred; the call is reflected in my records and supported by the lodged audio. I also placed and participated in a Transunion call on November 19, 2025, at approximately 11:31a.m., lasting approximately 13 minutes, to the same Transunion number. Defendants did not produce that call. I personally placed the other missing calls reflected in [Exhibit 18 attached RE: Dkt 187 at 9-10] and the call carrier logs [Dkt 151-2 Exhibit 1]
19. I compared the full recordings in my possession with defendants' productions. The Equifax December 5, 2025 production omits portions of the full call. The Transunion November 6, 2025 production contains spliced or discontinuous portions of the call. The Equifax calls it produced were truncated and altered; the backup version of the December 5th Equifax full call I had contains the portions that Equifax deleted compared to their production. Experian's productions for October 30, November 19, and December 5, 2025 are truncated compared with the calls I participated in; the complete December 5 Experian call exceeds 70 minutes. True and correct copies of the relevant full-call recordings, defendants' produced versions, and comparison transcripts are attached as [Exhibit 17, 18 RE: Dkt 149 and Dkt 188 and other pleadings].
20. During calls I personally participated in with Experian and Transunion and Equifax, their representatives told me that the furnisher would need to provide evidence connecting me to the alleged account, including a signature or account history. An Experian representative told me that within 30 days, if the furnisher could not provide a signature indicating the account belonged to me, the account would have to be removed. A Transunion representative similarly described proof of connection as including payment history, ownership, or a signature.
21. No Defendant later provided me with a signature, application, account-opening record, payment history, or other document within 30 days or showing that I opened or authorized the alleged account under the creditor reported ["City View CA"]. During discovery, the furnisher's written response stated that it had no records of credit lines or applications for me and it declined to sign

the proposed custodian declaration. True and correct copies of the relevant call excerpts, transcripts, and furnisher responses are attached as [Exhibits 13, 28].

22. The missing, truncated, and altered portions concerned my disputes about the account's asserted bank or credit-line origin, and defendants' handling of my requests for correction. Those subjects are directly relevant to whether defendants conducted a reasonable reinvestigation and to the later post hoc shift from the reported bank/credit-line narrative to a rent-debt narrative.
23. Plaintiff presented this evidence to the district court in the Rule 37(e)(2)(C) spoliation motion, reply, notice of lodging, and supplemental authority. (Dkts 151, 149, 187, 188, 191, 207.) The district court received the audio materials but denied the spoliation motion in Dkt 208 while granting summary judgment.
24. Attached as Exhibits 1-29 are true and correct copies of the record materials cited in this motion, as filed on the district-court docket, produced by Defendants, or otherwise received by Plaintiff. Plaintiff does not concede the authenticity, admissibility, accuracy, completeness, or evidentiary foundation of any document Defendants created, manufactured, produced, or rely upon, including the purported "Certificates of Authenticity" and "move-out statement" or any of their related materials identified in the Index of Exhibits.
25. On 8/7/2026 I notified counsel for all Defendants-Appellees by e-mail of my intent to file this Emergency Motion under Circuit Rule 27-3, of the relief requested, and of the August 17, 2026 deadline.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 7, 2026, at Los Angeles, California.

Dated: August 7, 2026

By:/s/ Chiddy Golden

Chiddy Golden
Pro Se Plaintiff-Appellant

App. G

Applicant's August 15, 2026 (Dkt 27) Emergency Motion for Reconsideration (9th Cir. No. 26-3990) (motion body only)

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 28. Response to Motion or Court Order

Instructions for this form: http://www.ca9.uscourts.gov/forms/form28instructions.pdf

9th Cir. Case Number(s) 26-3990

Case Name Golden v. TransUnion, LLC, et al.

1. What is your name? Chiddy Golden
(For counsel, which party/parties do you represent?)

2. Describe briefly the motion or court order to which you are responding, such as the title of the motion or the type of response requested in the order.

This filing responds to the Court's order entered August 14, 2026 (Docket Entry No. 25), which denied Plaintiff-Appellant's Emergency Motion for Injunction Pending Appeal under Fed. R. App. P. 8(a)(2) and denied Plaintiff-Appellant's Motion to Expedite Briefing and Submission under Circuit Rule 27-12, and which stated that briefing remains stayed pending resolution of the in forma pauperis motion.

On what date was the motion or court order filed? 8/14/2026

3. What is your response? Be specific. Include all relevant facts and law that would persuade the court to grant your request. *(Attach additional pages as necessary. Your motion may not be longer than 20 pages.)*

The order recites the Winter standard but makes no finding on any factor, it does not state which factor was unmet, identify any record deficiency, or name any contested fact, leaving the four-factor showing unadjudicated and giving Plaintiff-Appellant nothing to correct. Mathews v. Eldridge, 424 U.S. 319, 333 (1976). Each factor is established on facts Defendants have not contested: Defendants' own Rule 56 filings did not dispute that the reported original creditor is a legal non-entity (Dkt 176-1, Facts 26-27) or that no account was ever created and the debt is fabricated (Dkt 186-1, Fact 41), and the cross-motion at Dkt 155 was never adjudicated at all, Fair Hous. Council v. Riverside Two, 249 F.3d 1132, 1136-37 (9th Cir. 2001); harm is documented rather than predicted, as the Spring and Summer 2026 terms were already lost after identical relief was denied in April 2026, Enyart v. Nat'l Conf. of Bar Exam'rs, 630 F.3d 1153, 1162-64 (9th Cir. 2011); no Defendant has identified any burden from suppressing one database line item; and California expressly authorizes this relief, Cal. Civ. Code § 1785.31(b). The expedite denial has no stated basis, and the stay's sole stated premise (the pending in forma pauperis motion) was satisfied by the Form 4 affidavit. Relief is requested by August 18, 2026, before the registration window closes August 21, 2026.

Provide your current mailing address unless registered for electronic filing:

825 S Hill St. #906

City Los Angeles State CA Zip Code 90014

Prisoner Inmate or A Number (if applicable)

Signature s/ Chiddy Golden **Date** 8/14/2026

(use "s/[typed name]" to sign electronically-filed documents)

EMERGENCY MOTION UNDER CIRCUIT RULE 27-3 FOR RECONSIDERATION OF DKT 25 THE AUGUST 14, 2026 ORDER DENYING INJUNCTION PENDING APPEAL AND DENYING EXPEDITED BRIEFING AND SUBMISSION; DECLARATION IN SUPPORT; EXHIBITS

(Fed. R. App. P. 8(a)(2), 27; 9th Cir. R. 27-3, 27-10, 27-12)

RELIEF REQUESTED BY: AUGUST 18, 2026

UNEQUAL PROCEDURAL TREATMENT OF PRO SE LITIGANTS

The record here reflects a pattern in which procedural benefits routinely extended to represented corporate parties were withheld from Plaintiff despite his pro se status entitling him to liberal construction, not less favorable treatment. The supreme court holds that pleadings of Pro Se litigants are held "to less stringent standards than formal pleadings drafted by lawyers." Haines v. Kerner, 404 U.S. 519, 520–21 (1972); "This court recognizes that it has a duty to ensure that pro se litigants do not lose their right to a hearing on the merits of their claim" Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1990). Defendants' own filings did not dispute that the reported original creditor is a non-entity (Dkt 176-1, Facts 26–27) and that the underlying account was never created and the debt is fabricated (Dkt 186-1, Fact 41), yet no adverse consequence followed, while Plaintiff's parallel efforts to obtain even ministerial relief to allow for Federal Student Aid were repeatedly denied, delayed or ignored. Plaintiff's emergency motion seeking injunctive relief so he could register for the Spring 2026 semester was filed in December 2025, but this Court did not rule on it until April 2026, months after the Spring 2026 registration window had already closed, rendering the requested relief moot before this Court acted. This Court separately granted Plaintiff in forma pauperis status on interlocutory appeal 25-8080 on April 23, 2026 (9th Cir. Dkt 15); the district court then denied an identical showing on the same affidavit roughly ten weeks later (Dkt 218), on speculation unsupported by any contrary evidence in the record. This Court's own orders further show the pattern continuing here: the April 2026 and August 2026 emergency injunction motions, filed on factually distinct records months apart, were both denied using identical boilerplate language, neither identifying which Winter factor was unmet nor engaging the specific, undisputed record evidence presented. That pattern is difficult to reconcile with the liberal-construction obligation this Court owes pro se litigants, it is inconsistent with the opportunity to be heard that the Fifth Amendment guarantees, and it independently supports reconsideration, so the record reflects a reasoned basis for the outcome reached.

CIRCUIT RULE 27-3 CERTIFICATION

Pursuant to Circuit Rule 27-3(b), Plaintiff-Appellant certifies as follows:

Nature of the emergency and why relief is needed in less than 21 days. Plaintiff-Appellant's Fall 2026 course-scheduling and registration window opens August 17, 2026 and closes August 21, 2026. Registration requires that federal student aid be processed, which the single disputed tradeline at issue has prevented. Relief is requested by August 17th or August 18, 2026 so that any order granting relief can be transmitted to and acted upon by the Defendants-Appellees and the university's financial aid office before the window closes on August 21, 2026. If relief is not granted before that date, Plaintiff-Appellant will lose the Fall 2026 term. Plaintiff-Appellant has already lost the Spring 2026 and summer 2026 terms to the identical harm, after this Court denied identical relief on April 23, 2026 in Appeal No. 25-8080.

Submission of the emergency motion. This motion is submitted for consideration by the motions panel that entered the August 14, 2026 order. Copies of the August 14, 2026 order, the underlying emergency motion, the April 23, 2026 order, and the December 29, 2025 motion are attached as Exhibits A through D.

EXHIBITS

A — Order of this Court entered (Dkt 25) August 14, 2026

B — Plaintiff-Appellant's Emergency Motion for Injunction Pending Appeal and Motion to Expedite (Dkt 21)

C — Order of this Court entered April 23, 2026 in Appeal No. [25-8080] (Dkt 15)

D — Plaintiff-Appellant's Emergency Motion under Circuit Rule 27-3 (Appeal No. [25-8080], (Dkt 6), entered December 29, 2025) (Full Exhibits available at Appeal Dkt 6)

E — Dkt. 208 order denying Rule 37(e)(2) relief and granting summary judgment; judgment at Dkt. 210

F — University Fall 2026 registration-window documentation

I. INTRODUCTION

Plaintiff-Appellant respectfully moves under Circuit Rule 27-10 for reconsideration of this Court's August 14, 2026 order, which denied in a single sentence each (1) Plaintiff-Appellant's emergency motion for an injunction pending appeal under Federal Rule of Appellate Procedure 8(a)(2), and (2) Plaintiff-Appellant's motion to expedite briefing and submission under Circuit Rule 27-12.

The order recites the governing standard (citing *Feldman v. Arizona Secretary of State* for the proposition that the standard for an injunction pending appeal is the same as the standard for a preliminary injunction, and citing *Winter v. NRDC*, 555 U.S. 7 (2008), for the four-factor test) and then denies relief. It does not state that Plaintiff-Appellant failed to establish any factor. It does not identify which factor was met. It does not identify a single contested fact, a single deficiency in the record, or a single reason the requested relief was inappropriate. It makes no finding at all.

Plaintiff-Appellant does not contend that this Court is required to issue an extremely lengthy written opinion resolving an emergency motion. Plaintiff-Appellant contends something narrow and, respectfully, more serious: that on this record, a disposition that recites the *Winter* standard without applying it leaves the four-factor showing actually presented wholly unadjudicated, and that where the consequence of non-adjudication is the loss of a third consecutive academic term, the opportunity to be heard that the Fifth Amendment guarantees has been rendered meaningless.

This is the same result obtained for the filing made approx. eight months ago. On December 29, 2025, Plaintiff-Appellant's filed emergency motion was entered on the docket in Appeal No. [25-8080] Dkt 6 (Exhibit D) seeking the same narrow relief (temporary suppression of the same single disputed tradeline) before the Spring 2026 registration deadline. That motion was denied in April 2026 (Exhibit C) in language materially identical to the August 14, 2026 order. Plaintiff-Appellant lost the Spring 2026 and Summer 2026 terms. The Fall 2026 term will be lost on August 21, 2026 unless this Court acts.

II. STANDARD FOR RECONSIDERATION

Circuit Rule 27-10(a) permits a party to move for reconsideration of an order deciding a motion. Reconsideration is appropriate where the movant identifies a material difference in fact or law from that presented to the Court, a change in circumstances, or a manifest failure to consider material facts or dispositive legal arguments presented before the order issued. Circuit Rule 27-10(a)(3) requires the movant to state with particularity the points of law or fact the movant contends the Court has overlooked or misapprehended. Plaintiff-Appellant does so in Sections III through VI below.

This motion does not re-argue matters already resolved against Plaintiff-Appellant, because the order resolves nothing against Plaintiff-Appellant on any stated ground. That is the difficulty this motion asks the Court to correct.

III. THE ORDER LEAVES THE ENTIRE *WINTER* SHOWING UNADJUDICATED, DENYING PLAINTIFF-APPELLANT A MEANINGFUL OPPORTUNITY TO BE HEARD UNDER THE FIFTH AMENDMENT

The Due Process Clause of the Fifth Amendment guarantees, at a minimum, "the opportunity to be heard at a meaningful time and in a meaningful manner." *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976); *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965). Notice and process must be more than gesture; they must be "of such nature as reasonably to convey the required information" and must afford a real opportunity to present objections. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

Plaintiff-Appellant presented, in a fully briefed and record-cited emergency motion, a four-factor showing under *Winter* addressed to a fixed, documented, five-day registration window. No Defendant-Appellee disputed the existence of the deadline. No Defendant-Appellee identified any burden that temporary suppression of one tradeline would impose. No court (not the district court in its June 17, 2026 order, not this Court in April 2026, and not this Court on August 14, 2026) has stated that any *Winter* factor was unmet.

Across two appeals, two emergency motions, three registration cycles, and three lost or imminently lost academic terms, no judicial officer has identified what Plaintiff-Appellant failed to establish. The consequence is that Plaintiff-Appellant cannot correct a deficiency, cannot supplement a record, and cannot direct further argument to any identified gap, because none has ever been named. Additionally, the order prevents meaningful review and leaves the parties without guidance on how to proceed. Furthermore, because an injunction pending appeal requires a balancing of four distinct factors, the court's silence makes it impossible to know if the court found a lack of "likelihood of success" or a lack of "irreparable harm."

An opportunity to be heard that produces no adjudication of the showing made, and no statement of what was missing, is not a meaningful opportunity within the meaning of *Mathews* and *Armstrong*. It is the form of process without its substance.

The constitutional point is confined to these circumstances: an undisputed factual predicate, an unopposed absence of countervailing burden, a fixed and imminent deadline, a demonstrated prior loss from identical non-engagement, and a disposition that identifies no basis for denial. Where all of those conditions are present at once, reconsideration is the appropriate vehicle to ensure that the guarantee of a meaningful hearing is honored in substance.

IV. THE *WINTER* FACTORS ARE ESTABLISHED ON THIS RECORD AND HAVE NOT BEEN FOUND OTHERWISE BY ANY COURT

A. Likelihood of success, or at minimum serious questions going to the merits
Reversal follows if this Court agrees with any single one of the following
Reversals as a Matter of Course:

1. **Plaintiff's cross-motion was never adjudicated - structural, and reversed as a matter of course**. Plaintiff filed his own summary-judgment motion (Dkt 155, Dkt 156) grounded in Defendants' Rule 33 and Rule 36 responses, the furnisher's admissions, and the non-entity record. Dkt 209's "Proceedings" section lists only Dkt 153, Dkt 177, and Dkt 186 and Dkt 210 identifies only defendants Motion. **The cross-motion was never adjudicated and appears nowhere in the order.** That is squarely foreclosed: "when simultaneous cross-motions for summary judgment on the same claim are before the court, the court must consider the appropriate evidentiary material identified and submitted in support of both motions, and in opposition to both motions, before ruling on each of them." Fair Hous. Council of Riverside Cnty., Inc. v. Riverside Two, 249 F.3d 1132, 1136–37 (9th Cir. 2001). There is no harmless-error path around the complete omission of a dispositive motion from Rule 56 review. See (Appeal Dkt 21 for more).
2. The district court's June 17, 2026 order (Dkt. 208) denied relief under Federal Rule of Civil Procedure 37(e)(2)(C) and simultaneously granted summary judgment to Defendants-Appellees on a record in which the preservation failures were never remedied. The record before this Court establishes material discrepancies between Defendants-Appellees' discovery productions and both Plaintiff-Appellant's telephone carrier call logs and Plaintiff-Appellant's contemporaneous personal backup recordings of the same calls: Experian produced approximately 30 minutes of a December 5, 2025 call that the carrier logs and Plaintiff-Appellant's backup show ran approximately 71 minutes; Equifax produced approximately 16 minutes of a December 5, 2025 call that ran approximately 29 minutes; and Transunion asserted it had no record of a December 5, 2025 call that Plaintiff-Appellant's backup and the carrier logs establish occurred. Dkts. 149, 151, 187, 188. Under *falsus in uno, falsus in omnibus*, a material and demonstrable falsehood as to one matter permits a fact-finder to discredit the declarant's account more broadly. "Falsus in uno, falsus in omnibus is a hoary maxim which allows a fact-finder to disbelieve a witness's entire testimony if the witness makes a material and conscious falsehood." *Enying Li v. Holder*, 738 F.3d 1160, 1163 (9th Cir. 2013). Independently, this Circuit's spoliation and adverse-inference authority permits an inference unfavorable to a party responsible for the destruction, truncation, or non-production of relevant evidence. *Leon v. IDX Systems Corp.*, 464 F.3d 951, 958 (9th Cir. 2006); *Glover v. BIC Corp., 6 F.3d 1318 (9th Cir. 1993)*. See (Appeal Dkt 21 for more).

3. **A local rule was used to extinguish a self-executing federal rule - reversed as a matter of course**

   Transunion did not serve valid Rule 36 responses within 30 days; its certificate of service was unsigned. The matters were admitted by operation of law. "It is undisputed that failure to answer or object to a proper request for admission is itself an admission: the Rule itself so states." *Asea, Inc. v. S. Pac. Transp. Co.*, 669 F.2d 1242, 1245 (9th Cir. 1981). "Unanswered requests for admissions may be relied on as the basis for granting summary judgment." *Conlon v. United States*, 474 F.3d 616, 621 (9th Cir. 2007). "No motion to establish the admissions is needed because [Rule 36(a)] is self executing." *FTC v. Medicor LLC*, 217 F. Supp. 2d 1048, 1053 (C.D. Cal. 2002). Transunion never moved under Rule 36(b) to withdraw or amend. The District Court simply ignored the default and attempted to use a non-relevant local rule to excuse the default despite it being raised in numerous motions and granted Summary Judgment to defendants. See (Appeal Dkt 21 for more).

4. **Judgment rests on counsel-manufactured, unauthenticated evidence - reversed as a matter of course**

   Defendants' showing came from declarations by litigation counsel and litigation analysts inherently lacking any personal knowledge (Dkts 153-3 to 153-8), and defective "Certificates of Authenticity" (Exhibit 15 RE: Dkt 156-4, Ex. 26 at 254–55) drafted to omit custodial assurances. That is not competent Rule 56 evidence:

   - "Authentication is a 'condition precedent to admissibility,' and this condition is satisfied by 'evidence sufficient to support a finding that the matter in question is what its proponent claims.'" *Orr*, 285 F.3d at 773.
   - "It is well established that unauthenticated documents cannot be considered on a motion for summary judgment… 'documents must be authenticated by and attached to an affidavit that meets the requirements of [Rule] 56(e) and the affiant must be a person through whom the exhibits could be admitted into evidence.'" *Hal Roach Studios*, 896 F.2d at 1550.
   - "The arguments and statements of counsel 'are not evidence and do not create issues of material fact capable of defeating an otherwise valid motion for summary judgment.'" *Barcamerica Int'l USA Tr. v. Tyfield Imps., Inc.*, 289 F.3d 589, 593 n.4 (9th Cir. 2002); *accord British Airways Bd. v. Boeing Co.*, 585 F.2d 946, 952 (9th Cir. 1978); *Singh v. INS*, 213 F.3d 1050, 1054 n.8 (9th Cir. 2000). See (Appeal Dkt 21 for more).

The Underlying Merits and Multiple Indisputable Sets of Prima Facie Inaccuracy

On the merits of the reporting itself, the disputed tradeline is supported by no contract, no signature, no transactional history, no payment history, and no terms. Furthermore, the furnisher stated it had no records and refused to swear to any.

1. **The mid-litigation substitution of the original creditor is itself an admission of inaccuracy.** See (Appeal Dkt 21 for more).
2. **The reported original creditor is a legal and factual non-entity - and Defendants did not dispute it.** Certified Government records from the California Secretary of State and Los Angeles County fictitious-business-name records establish that neither "City View CA" nor the later-substituted "City View Apartments" is registered or capable of existing as a legal person under 1 U.S.C. § 1 (the Dictionary Act) and FCRA § 1681a(b). **Defendants' own Rule 56 statement did not dispute it** (Dkt 176-1, Facts 26–27). The Supreme Court holds that the FCRA defines "person" to "'mea[n] any individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity,'" and "[w]hen Congress takes the trouble to define the terms it uses, a court must respect its definitions as 'virtually conclusive.'" *Kirtz*, 601 U.S. at 46, 53 (quoting *Sturgeon v. Frost*, 587 U.S. 28, 56 (2019)). A non-entity is not a "person" and cannot meet that definition. It cannot originate a contract, accrue a balance, hold business records, employ a custodian, or assign a debt. Reporting one as an originating creditor is patently incorrect and fatally inaccurate. Defendants' own sworn interrogatory responses independently confirm that they could not supply the factual foundation for treating the reported non-entity as an accurate original creditor. See (Appeal Dkt 21 for more).
3. **The furnisher has no records and refused to swear to any.** The furnisher's written response states it has no records of credit lines or applications for Plaintiff (Appeal Dkt 21: Exhibit 13 attached RE: Dkt 102-2, Ex. A). It **declined to sign** the "Declaration of Custodian of Records" Defendants drafted (Appeal Dkt 21: Exhibit 13 attached RE: Dkt 102-2, Ex. B). Transunion conceded that this "response did not include a declaration of any kind, preventing any purported chance for perjury" (District Court: Dkt 131 at 5). See (Appeal Dkt 21 for more).
4. **Defendants did not dispute that no account was ever created and the debt is fabricated.** (District Court: Dkt 186-1, Fact 41). **That single unrebutted concession disposes of accuracy.** See (Appeal Dkt 21 for more).

A report is inaccurate if it is "patently incorrect or materially misleading." *Carvalho v. Equifax Information Services, LLC*, 629 F.3d 876, 890 (9th Cir. 2010). The FCRA is to be liberally construed in favor of the consumer, and the reasonableness of a reporting agency's procedures is ordinarily a question of fact. *Guimond v. Trans Union Credit Information Co.*, 45 F.3d 1329, 1333 (9th Cir. 1995). ("The FCRA was the product of congressional concern over abuses in the credit reporting industry. St. Paul Guardian Insurance Co. v. Johnson, 884 F.2d 881, 883 (5th Cir. 1989). The legislative history of the FCRA reveals that it was crafted to protect consumers from the transmission of inaccurate information about them, Kates v. Croker National Bank, 776 F.2d 1396, 1397 (9th Cir. 1985); see also St. Paul, 884 F.2d at 883 (citing Pinner v. Schmidt, 805 F.2d 1258, 1261 (5th Cir. 1986), cert. denied, 483 U.S. 1022, 107 S. Ct. 3267, 97 L. Ed. 2d 766 (1987), and to establish credit reporting practices that utilize accurate, relevant, and current information in a confidential and responsible manner. St. Paul, 884 F.2d at 883 (citing Hovater v. Equifax. Inc., 823 F.2d 413, 417 (11th Cir.), cert. denied, 484 U.S. 977, 108 S. Ct. 490, 98 L. Ed. 2d 488 (1987)). These consumer oriented objectives support a liberal construction of the FCRA. Kates, 776 F.2d at 1397.")

B. Irreparable harm - documented, not predicted

This factor is no longer prospective. In December 2025, Plaintiff-Appellant told this Court that denial of relief would cost the Spring 2026 term. Relief was denied. The term was lost along with Summer 2026. The identical mechanism now threatens the Fall 2026, with a window that closes August 21, 2026. Independently since the motion to expedite was denied the harm extends to Spring 2027 and Summer 2027 semesters again.

No award of damages can restore a lost academic term, undo a break in continuous enrollment, or retroactively reopen a registration window. The loss of the opportunity and interruption of ongoing enrollment in education constitutes irreparable harm. "We agree with the district court's conclusion that Enyart demonstrated irreparable harm in the form of the loss of opportunity to pursue her chosen profession." *See Enyart v. Nat'l Conference of Bar Examiners, Inc.*, 630 F.3d 1153, 1162-64 (9th Cir. 2011) (affirming finding of irreparable harm based on "the loss of the chance to engage in normal life activity, i.e., pursuing her chosen profession," because "[a] delay, even if only a few months, pending trial represents precious, productive time irretrievably lost") (quoting *Chalk v. U.S. Dist. Ct.*, 840 F.2d 701 (9th Cir. 1988)); *Doe v. Noem*, No. 2:25-cv-00633-DGE, 2025 WL 1141279, at 8 (W.D. Wash. Apr. 17, 2025) ("courts have held that interruption of educational programs or progress can be an irreparable harm"); King v. DePauw Univ., *No. 2:14-cv-70, 2014 WL 4197507, at* 13 (S.D. Ind. Aug. 22, 2014) (student who could not complete an upcoming semester "will forever have either a gap or a senior-year transfer on his record," and "[m]oney damages would not provide an adequate remedy"); Elrod v. Burns, 427 U.S. 347, 373 (1976) ("The loss of [a protected interest], for even minimal periods of time, unquestionably constitutes irreparable injury."). Credit reporting is not a completed past act; it is a continuing daily dissemination that regenerates the injury each cycle.

C. Balance of equities tips sharply toward Plaintiff-Appellant

On one side of the balance is the total loss of a third consecutive academic term, the loss of federal aid eligibility, and the consequent financial and housing instability that Plaintiff-Appellant has already documented across two registration cycles and two lost terms. On the other is the temporary suppression of a single line item in a database, a suppression Defendants-Appellees are already statutorily equipped to effect during a pending dispute, using mechanisms they operate as a matter of course.

The Supreme Court instructs that a plaintiff seeking a preliminary injunction must show that the "balance of equities tips in his favor." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). On this record, that balance does not merely tip; it collapses. In two rounds of emergency briefing across two appeals, no Defendant-Appellee has identified any operational, financial, or legal burden that would flow from the narrow, prohibitory, and fully reversible relief requested. No Defendant-Appellee has disputed the existence of the August 17-21, 2026 registration window, the causal chain between the disputed tradeline and the aid denial, or the identical pattern that produced the Spring 2026 and Summer 2026 losses. And no Defendant-Appellee has ever disputed the record-established fact that the reported original creditor is a legal and factual non-entity and that no account was ever created by Plaintiff and is fabricated. (Dkts. 176-1, Facts 26–27; 186-1, Fact 41).

A balance in which one side stands to lose an academic year and the other side has never articulated any concrete harm at all cannot honestly be said to tip in Defendants-Appellees' favor. It tips sharply toward Plaintiff-Appellant, and it does so on facts the record forecloses Defendants-Appellees from contesting. *Winter*, 555 U.S. at 20.

D. Public interest

An injunction pending appeal must also serve the public interest. *Winter*, 555 U.S. at 20. The public interest here runs on both sides in the same direction. The California Legislature made that policy determination expressly, providing that a court "may award … [i]njunctive relief" in an action brought under the CCRAA. Cal. Civ. Code § 1785.31(b). That legislative choice reflects a settled public interest in accurate consumer reporting and in prompt equitable intervention when a reporting agency's ongoing dissemination of unverified data threatens concrete, time-sensitive harm.

The public interest also lies in access to higher education and in ensuring that a consumer's federal-aid eligibility is not held hostage to a report the record establishes as unsupported. The Supreme Court has recognized the general principle that "[t]he loss of [a protected interest], for even minimal periods of time, unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976). While *Elrod* addressed First Amendment interests, its principle (that certain harms cannot be measured in retrospective damages) applies with equal force to a continuing statutory-reporting injury that renews itself with every dissemination cycle and each time forecloses another registration window. The public interest is disserved, not served, by the continued dissemination of unverified data during an unresolved dispute in which the reported original creditor has been shown to be a factual and legal non-entity and the underlying account has been conceded never to have existed.

E. The sliding scale independently requires relief

The four *Winter* factors do not operate in isolation. This Court has expressly retained the "sliding scale" or "serious questions" formulation post-*Winter*, joining "the Seventh and the Second Circuits in concluding that the 'serious questions' version of the sliding scale test for preliminary injunctions remains viable after the Supreme Court's decision in *Winter*." *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011). Under that formulation, "serious questions going to the merits and a balance of hardships that tips sharply toward the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest." *Id.* at 1135.

That framework governs this record. The four elements *Winter* enumerates (likelihood of success, irreparable harm, balance of equities, and public interest, *Winter*, 555 U.S. at 20) have each been established in Sections IV.A through IV.D above on facts Defendants-Appellees have not contested nor could they. The sliding-scale rule of *Alliance for the Wild Rockies* means that even if this Court were to view any single factor as comparatively weaker, the sharp tip of the balance of hardships and the demonstrated irreparable harm independently supply the missing weight. Because the August 14, 2026 order performed no balancing, made no finding on any *Winter* factor, and identified nothing weaker in any factor, the sliding-scale analysis that this record and this Ninth Circuit squarely calls for has never been applied by any court.

The passage of each successive registration deadline does not moot that analysis; it confirms it. The Supreme Court's "capable of repetition, yet evading review" doctrine applies where "(1) the challenged action is in its duration too short to be fully litigated prior to cessation or expiration, and (2) there is a reasonable expectation that the same complaining party will be subject to the same action again." *Kingdomware Techs., Inc. v. United States*, 579 U.S. 162, 170 (2016). Both requirements are met here: each academic-term registration window is inherently shorter than any realistic appellate schedule, and the same tradeline has now regenerated the identical harm across the Spring 2026, Summer 2026, and Fall 2026 cycles, with Spring 2027 and Summer 2027 immediately behind. The sliding-scale balance that governs this record cannot be discounted merely because the harm arrives on a recurring calendar.

V. THE DENIAL OF EXPEDITED BRIEFING IS A SEPARATE RULING WITH NO STATED BASIS, AND THE BRIEFING STAY'S PREMISE HAS BEEN SATISFIED

The order denies the Circuit Rule 27-12 motion to expedite in the same sentence, and then states that briefing remains stayed pending resolution of Plaintiff-Appellant's motion to proceed in forma păuperis.

Two points follow. First, expedition under Circuit Rule 27-12 turns on the need for prompt resolution and the posture of the case; nothing in the order addresses the stated basis for the request, which was the recurring, calendar-driven nature of the harm. Second, the premise of the stay is purely administrative rather than merits-based: Plaintiff-Appellant has filed the Form 4 the Court required. The administrative predicate for the stay is therefore satisfied, which directs in favor of expedition rather than against it. An administrative stay should not function as the mechanism by which a time-sensitive appeal outlives the deadlines that make it urgent.

VI. THE AUGUST 14, 2026 ORDER AND THE APRIL 23, 2026 ORDER ARE MATERIALLY IDENTICAL DESPITE MATERIALLY DIFFERENT RECORDS

Exhibits A and C are the two orders. Exhibits B and D are the two motions they denied. The motions are not the same:

	December 29, 2025 motion (Exhibit D)	**August 2026 motion (Exhibit B)**
Order under review	District court PI denial (Dkts. 11, 17, 32)	Dkt. 208 order denying Rule 37(e)(2) relief and granting summary judgment; judgment at Dkt. 210
Posture	Pre-discovery, interlocutory	Post-discovery, post-judgment
Record	Complaint, declarations, transcripts	Full spoliation record: nine lodged audio recordings, carrier call logs, production-versus-backup duration comparisons, Defendants objective perjury attempting to cover spoliation, Defendants discovery responses, admissions and concessions, Undisputed facts by Defendants regarding that Plaintiff "never created any account and the debt is entirely fabricated" (Dkt 186-1, Fact 41), Furnisher's statements of no records (Dkt 102-2, Ex. A, B), Definition of "person" under 1 U.S.C. § 1 (the Dictionary Act)

	December 29, 2025 motion (Exhibit D)	**August 2026 motion (Exhibit B)**
		and FCRA § 1681a(b), "[w]hen Congress takes the trouble to define the terms it uses, a court must respect its definitions as 'virtually conclusive.'" *Kirtz*, 601 U.S. at 46, 53, Government Records of nonexistence of Creditor reported Dkt 156-4, Ex. 16-17 Page ID# 5077-5085, Undisputed Facts by Defendants regarding nonexistence of Creditor reported (Dkt 176-1, Facts 26–27), Rule 36(a)(3)'s self-executing admissions, The mid-litigation substitution of the original creditor is itself an admission of prima facie inaccuracy. etc.
Deadline	December 25, 2025 / Spring 2026 registration	August 17–21, 2026 / Fall 2026 registration
Outcome	Denied without factor findings	Denied without factor findings

The point is evidentiary and prudential: where two materially different showings, at different procedural stages, on different records, produce word-for-word identical dispositions, the repetition supplies concrete reason to engage this motion's specific showing on its own terms rather than a third time by recitation.

VII. THE REQUESTED RELIEF IS PROHIBITORY, NARROW, AND FULLY REVERSIBLE

The relief sought is the temporary suppression of one disputed tradeline pending resolution of this appeal. It restrains ongoing conduct rather than compelling affirmative undertakings, and is therefore prohibitory. *Marlyn Nutraceuticals, Inc. v. Mucos Pharma GmbH & Co.*, 571 F.3d 873, 878–79 (9th Cir. 2009). It restores the last uncontested status preceding the controversy, Plaintiff-Appellant's file before the disputed tradeline was published. *GoTo.com, Inc. v. Walt Disney Co.*, 202 F.3d 1199, 1210 (9th Cir. 2000). It is a request that a single line item be suppressed in Defendants-Appellees' own databases, not the worldwide-monitoring obligation at issue in *Garcia v. Google, Inc.*, 786 F.3d 733 (9th Cir. 2015). Nothing about it is irreversible.

VIII. RELIEF REQUESTED

Plaintiff-Appellant respectfully requests that the Court:

1. **Reconsider** the August 14, 2026 order and **grant** an injunction pending appeal, temporarily suppressing the single disputed tradeline for 5 days or the amount of days the Court sees fit, **on or before August 18, 2026**;
2. **Reconsider** and **grant** the motion to expedite briefing and submission, and **lift the briefing stay**, the administrative predicate for which has been satisfied by the separate in forma pauperis motion and Form 4 affidavit filed;
3. In the alternative, **grant temporary relief** pending the Court's full consideration of this motion, so that the August 21, 2026 registration window is not foreclosed while the motion is under submission;
4. In the further alternative, issue an order identifying which Winter factor or factors the Court finds unmet, so that Plaintiff-Appellant may address the identified deficiency in a supplemental filing.; and
5. Order any response from Defendants-Appellees on a schedule permitting resolution by August 18, 2026.

Dated: August 14, 2026

By:/s/ Chiddy Golden

Chiddy Golden
Pro Se Plaintiff- Appellant

DECLARATION OF PLAINTIFF-APPELLANT IN SUPPORT

I, Chiddy Golden declare as follows:

1. I am the Plaintiff-Appellant in this appeal and have personal knowledge of the facts stated below.
2. **Registration window.** USC has established a Fall 2026 course-scheduling and registration window running from August 17, 2026 through August 21, 2026. True and correct copies of the University's published registration calendar are attached as **Exhibit F**. Registration requires that my federal student aid be processed.

3. **Cause of the aid denial.** My federal student aid has been denied, and remains denied, on account of the single disputed collection tradeline that is the subject of this litigation.
4. **The Spring 2026 and Summer 2026 losses already occurred.** On December 29, 2025, I filed an emergency motion in Appeal No. 25-8080 seeking the same temporary suppression before the Spring 2026 registration deadline of December 25, 2025 and the January 2026 course start. That motion was denied on April 23, 2026. I was unable to register and continue my degree pursuit at the University, and I lost the Spring 2026 term and subsequently the Summer 2026 term.
5. **Notice.** On August 14, 2026, I notified all counsel of record by electronic mail of my intent to file this motion.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 14, 2026, at Los Angeles, California.

Dated: August 14, 2026

By:/s/ Chiddy Golden

Chiddy Golden
Pro Se Plaintiff-Appellant

Additional material from this filing is available in the Clerk's Office.