

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NKIRUKA G. UDODI,  
18 Fairmount Drive  
Columbus, New Jersey 08022  
Plaintiff,

CIVIL ACTION  
NO. 2:19-cv-02409-CMR

v.

JURY TRIAL DEMANDED

Everett Stern and Tactical Rabbit, Inc.,  
890 S. Matlack Street, Suite 460  
West Chester, PA 19382  
Defendants.

AMENDED COMPLAINT

A  
FILED  
FEB 28 2020  
KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

1. This is an amended complaint against Everett Stern and his company, Tactical Rabbit for a host of wrongs they perpetrated against this Plaintiff which will be enumerated below along with the request for appropriate equitable reliefs, compensatory and exemplary damages against them.

PARTIES

2. Nkiruka G. Udodi (hereinafter, Plaintiff) is a Citizen and resident of the State of New Jersey with mailing address as follows: 18 Fairmount Drive, Columbus, New Jersey 08022. Everett Stern and Tactical Rabbit (hereinafter, Defendants) are citizens and residents of the State of Pennsylvania with mailing address as follows: 890 S. Matlack Street, Suite 460, West Chester, PA 19382.

JURISDICTION OF THIS COURT

3. This Court has jurisdiction pursuant to Title 28 U.S.C., § 1332 (diversity of Citizenship) and pendent jurisdiction.

PERTINENT FACTS OF THE CASE

4. On April 25, 2018, Plaintiff agreed to hire the services of the defendants after she determined that defendants could indeed help her to clear the name of her son who had been

accused of a HIB (Harassment, Intimidation and Bullying) law violations in school. Plaintiff's son complimented a fellow student for "looking like Donald Trump," which the school authorities somehow saw as harassment or bullying of the white school mate.

5. Defendant had successfully convinced the Plaintiff that he had clout with the Federal Bureau of Investigation, the CIA, and was known world over in surveillance and counter surveillance, and was in the business of taking down crooked businesses and government operatives; that he was in this, not for money, but for the sole purpose of exposing injustice and discrimination anywhere he found them; that he makes Five Hundred Thousand Dollars at any given whistleblowing job he took, and that he had offices all around the globe ready to take on crooked businesses at his beck and call.

6. The Defendants had numerous communications with Plaintiff which included countless guarantees of how they would not just help clear Plaintiff's son's name of the HIB violation adjudication, but that they would take the matter public and expose the school that erroneously found such a HIB violation as having been ill-motivated by race bias.

7. Plaintiff and his son are black.

8. For their alleged services (which listed intended services such as, 1. HUMINT intelligence operation, 2. Due Diligence, 3. Background Checks, 4. Legal Research, 5. Appeal Letter, 6. Possible Official Complaint - Depending on Appeal, 7. Intelligence Report / New Ready Report, 8. PR campaign, 9. Everett Stern Personally Advocates for Case) they charged and collected the sum of Eight Thousand (\$8,000) Dollars from Plaintiff.

9. Ultimately Defendants wrote what is captioned "Appeal Letter," which was addressed to the Mansfield School District, in Burlington County, New Jersey.

10. In this alleged appeal letter, Defendants rambled on and on about just some of the

facts Plaintiff shared with them pertaining to the HIB adjudication. For the most part, the so-called appeal letter was incoherent, childish, unprofessional, and realistically quite adverse to Plaintiff's interest in the matter. Plaintiff advised the defendants that her son did not commit any HIB as was charged and adjudged, yet in the so-called "appeal letter," Defendants stated that Plaintiff's son was being bullied so he had no choice but to return the aggression. This was a clearly false assertion that belongs to the defendants' mind.

11. The alleged appeal letter actually admitted the charges Plaintiff's son was fighting, against the facts supplied to the defendants by Plaintiff, and sang the word "Nigger," all over the letter as if the writer (Mr. Stern) had yearned to replete his writings with it. N-word would have sufficed to convey the same message.

12. When Plaintiff expressed her dissatisfaction about the letter and its hostility towards Plaintiff, and her disappointment with the defendants for submitting the very bad letter to the school district without letting her review it first as was agreed upon, and when Plaintiff refused to sign waivers that Defendants wanted Plaintiff to sign, all against her and her son's interest, Defendants notified Plaintiff that she would need to hire a real attorney, and that they are withdrawing from the matter.

13. Defendant then began a coercion campaign to get Plaintiff to sign a "hold harmless" letter after he had attempted on multiple occasions to get Plaintiff to state that her son was called the N-words multiple times, by saying "if they called him nigger once to his face, they called him nigger a multiple times behind his back," (paraphrased), and that it would look good in his bid to expose the school before the media. To this, Plaintiff refused to extrapolate, which caused Defendant to become visibly agitated with Plaintiff.



14. Defendant effectively and aggressively abused any conditional privileges he might have had with attorney Max O'keefe, who is actually a co-conspirator of defendant's in the mistreatment of this Plaintiff, and there is a clear actual malice in the mistreatment of Plaintiff by the defendants in this case once Plaintiff refused to make up more racial facts against the school district, and refused to sign the papers Defendant and Max O'keefe brought for her to sign.

15. Thereafter, Defendants (specifically, Mr. Everett Stern) tried to intimidate the Plaintiff by declaring that Plaintiff, a young medical practitioner with a Doctorate degree, is unstable.

16. Defendant then used the services of Mr. Max O'keefe to help intimidate Plaintiff into stating things that didn't happen, to force her to sign a "hold-harmless" letter, that would protect the defendant from all the multitudes of lies he had told Plaintiff, and all the attempted subornation of perjury that Defendant brought to bear on Plaintiff, and then using Mr. Max O'keefe to lie to Plaintiff that Plaintiff must obtain a lawyer to continue with the school district litigation because a non-lawyer could not advocate for her, a fact that was totally false.

17. When all these facts are put together, it would become clear that the defendants did not have the wherewithal, legally, historically, strategically, morally, and the intention, to help this Plaintiff and her son. Defendant was all along, out to defraud Plaintiff out of money, which he succeeded in doing in the tune of Eight Thousand (\$8,000) Dollars, and in the process emotionally tortured this young single black woman. Defendant was in a conspiratorial relationship with Attorney Max O'keefe, both to be advised on the mistreatments of the Plaintiff and how he could get away with them, and in some instances using Max O'keefe to lie and cover for him in communications to Plaintiff about backtracking some of the communications with

Plaintiff which are criminal in nature, i.e, attempted subornation of perjury, and O'keefe's lie about a non-attorney not being allowed to advocate for Plaintiff in the school district matter.

18. It also became evident that Defendant was effectively and aggressively using the services of Mr. Max O'keefe to help cover his ill-deeds, and in most cases was in cahoots with Mr. Max O'keefe to orchestrate majority of his misdeeds against this Plaintiff.

19. Of all the lists of services Defendants claimed to render (eight in total), they only ended up doing one, #5 on the list, "the appeal letter," and even that, they presented a totally opposite of what Plaintiff wanted. They submitted a hostile argument against the Plaintiff and in favor of the opposing party to Plaintiff's case in the school district.

20. Accordingly, not only did the defendants not earn any of the seven out of eight bullet points they promised to undertake, which means they have not earned seven thousand dollars of the eight thousand dollars charged and collected, but the one they worked on, they worked on it as if working for the opposition. They should have been collecting it from the School district and not this Plaintiff.

21. Being aware of their overall malfeasance in this matter, the defendants unsolicited, offered to refund Plaintiff the sum of Three Thousand (\$3,000) Dollars. The refund talks have not taken place to date.

FIRST CAUSE OF ACTION  
(BREACH OF CONTRACT)

22. Plaintiff hired the defendants to appeal the adverse finding of HIB against Plaintiff's son, and specifically advised the defendants that whatever would be submitted on behalf of Plaintiff must be shown to her to first review.

23. Not only did Defendants fail to first show Plaintiff the appeal letter before submission, they argued clearly against the Plaintiff.



24. This is a clear breach of the agreement the Plaintiff reached with the defendants on how to carry out the services for Plaintiff.

SECOND CAUSE OF ACTION  
(DEFAMATION OF CHARACTER; DEFAMATION PER SE; LIBEL)

25. Defendants in reaction to Plaintiff's concerns that They were not legally and materially equipped to help her with her legal issues with the school district, prepared a letter, calling Plaintiff unstable.

26 Defendants published the letter through the world wide web, and on occasions advised Plaintiff that his letters are usually written and published on behalf of the company, Tactical Rabbit, and also that the company always enjoys the second-read of their attorneys. So, the letter that branded Plaintiff unstable was seen and read by many in the third-party category, including Max O'Keefe, with whom the letter was copied.

27. Defendant effectively and aggressively used the services of Max O'keefe to help him cover up his repeated attempted subornation of perjury of Plaintiff, and used the services of Max O'keefe to advise him on what ill deeds he could attempt on Plaintiff and how to ultimately get away with it, for example, having Max O'keefe draft agreement letter that would hold Defendant harmless for all the lies he told on the "Appeal letter," and on attempting to suborn perjury, and also having Max O'keefe to draft a letter to this Plaintiff requiring her to look for another lawyer because a "non-lawyer" could not advocate for Plaintiff at the school district matter, an assertion that is clearly false.

28. Defendant on the onset intended to abuse, and did abuse any conditional privilege he might have had in his relationship with Max O'keefe, and did exceed the privilege. All these were moved by Defendant's actual malice toward Plaintiff.

29. Defendant's letter that declared Plaintiff unstable clearly suggests that when Plaintiff made an application to work in the medical field, and take the lives of people in her hands, that she lied about being of sound mind and body. This represents a defamation *per se* as well the stated defamation.

30. Plaintiff is seeing and feeling the pain and anguish of being branded as unstable. For example, in one occasion in or around January of 2020, at Plaintiff's place of work, a white woman walked up to Plaintiff, observed her name, and with disdain, openly declared that she did not want Plaintiff to treat her husband. This sort of thing has never happened to this Plaintiff in all her ten years of practice as a nurse/nurse anesthetist<sup>1</sup> until Plaintiff's letter got out to third parties.

31. Plaintiff, however, is not unstable, and defendants did not proffer any factual or scientific proof that she is indeed unstable. As such, the libelous piece is a falsehood, thus a clear defamation of her character, especially for a medical professional with the lives of others in her hands.

#### REQUEST FOR RELIEF

32. For breach of contract, Plaintiff request first, the return of all the money she wired to the defendants in the sum of Eight Thousand (\$8,000) Dollars, and also for arguing against Plaintiff's position and not letting the Plaintiff first review the submitted so-called "appeal letter," Plaintiff requests the sum of One hundred Thousand (\$100,000) Dollars in compensatory damages, all for a total of One hundred and Eight Thousand (\$108,000) Dollars.

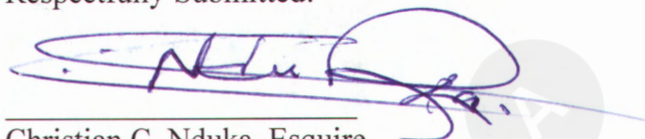
33. For the Defamation of character, Plaintiff requests the sum of One Million (\$1,000,000) Dollars in both exemplary and compensatory damages.

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<sup>1</sup> . Plaintiff became a nurse in 2018, by 2015 she became a nurse anesthetist, and by 2018, she obtained she Doctorate degree.

WHEREFORE, for all the foregoing, Plaintiff respectfully prays.

Respectfully Submitted:



Christian C. Nduka, Esquire  
Attorney for Plaintiff  
[Esquire4@verizon.net](mailto:Esquire4@verizon.net)

Document to be electronically mailed to:  
Thomas M O'Keefe  
Attorney for the Defendants  
[mokeefe@lambmcerlane.com](mailto:mokeefe@lambmcerlane.com),  
[maxokeefe@gmail.com](mailto:maxokeefe@gmail.com)

Dated: February 28, 2020