

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.

SECOND AMENDED COMPLAINT

1. This is a second 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 complemented a fellow student for "looking like Donald Trump," which the school authorities somehow saw as harassment or bullying of the white school mate. Thus, the matter began.

5. Defendant 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 on occasions he could make up to Five Hundred Thousand Dollars in a given case, and that he had offices all around the globe ready to take on crooked entities 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 district that erroneously found such a HIB violation as having been ill-motivated by race bias.

7. Plaintiff and his son are black.

8. For Defendants' alleged services (which listed intended services such as, 1. HUMINT (sic) intelligence operation, 2. Due Diligence, 3. Background Checks, 4. Legal Research¹, 5. Appeal Letter, 6. Possible Official Complaint - Depending on Appeal, 7.

¹ It should be noted that Defendant, a non-lawyer charged for conducting legal research. This could be an illegal practice of law.

Intelligence Report / New Ready Report, 8. PR campaign, 9. Everett Stern Personally Advocates for Case (sic). For all of this, Defendants 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 Dr. Lamont Repollet, Acting Commissioner of Department of Education, NJ Department of Education, P.O. Box 500, Trenton, NJ 08625-500, regarding the Mansfield School District, in Burlington County, New Jersey HIB matter against Plaintiff's son.

10. In this alleged appeal letter, Defendants made arguments that were clearly adverse to Plaintiff's interest in the HIB adjudication matter. Plaintiff advised the defendants that her son did not commit any HIB act as was charged and adjudged, yet in the "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 was neither in the affidavit of facts Plaintiff supplied to the Defendants, nor was in anywhere on the record.

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

12. When Plaintiff communicated to Defendants that the letter had several false statements, Defendants became belligerent and insisted that he had not stated any falsehoods. Two clear falsehoods were (a) insinuations that Plaintiff's son had been called "nigger" many times behind his back whereas Plaintiff expressed to Defendants that she did not know of that many times, (b) Plaintiff's son's alleged retaliation for being first bullied. Though Plaintiff did praise the Defendants' work, Plaintiff was actually staying in good graces of the Defendants

while looking forward to steps the Defendant lined up that will follow the appeal letter.

Moreover, Plaintiff was disappointed with the defendants for submitting the appeal without her formal approval, one of the many facets of the agreement between Plaintiff and the Defendants.

13. Defendants 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. It should be noted that the document Defendants wanted Plaintiff to sign was actually not an “authorization” to take Plaintiff’s matter public but to absolve themselves of all the falsehoods in the appeal letter should the School Board want to sue them and ask for Attorney’s fees. And because Plaintiff refused to sign the masked indemnity letter, Defendants became very hostile and abandoned Plaintiff and all the services they promised to undertake which they had collected money for.

14. Defendants 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. Mr. Max O’Keefe was aware of all the multitudes of lies Defendants told the Plaintiff and all the attempted subornation of perjury that Defendants brought to bear on

Plaintiff. Defendants used 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. Afterwards, Defendants then used the services of Mr. Max O'keefe to help intimidate and force plaintiff to sign a "hold-harmless" letter, that would protect the Defendants from all the multitudes of lies he had told on the appeal letter.

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. Defendants 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. Defendants was in a conspiratorial relationship with Attorney Max O'keefe, both to be advised on the mistreatments of the Plaintiff. O'Keefe was there to help Defendants with how he could get away with mistreating Plaintiff. Defendant in some instances used 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 the 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 suggested that Plaintiff's son was guilty of HIB as opposed to working to exonerate him of it, the reason they were hired in the first place. 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 the money 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 hereby re-alleges and incorporates the allegations set forth in paragraph 1 to 21 above as if fully set forth herein.

23. 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 approved by Plaintiff before the ultimate submission.

24. Defendants allowed Plaintiff the opportunity to review the letter, but that had been when Defendant had already submitted it to the School Board before Plaintiff would request corrections made to the appeal letter. In essence, it made no sense for Plaintiff to have seen the appeal letter that she couldn't ultimately approve before its submission.

25. Because Defendants submitted the appeal letter before Plaintiff had the opportunity to point out the numerous factual corrections that it needed, Defendants has failed to live up to their end of the contractual obligations to let Plaintiff read *and approve* the work *before submission*.

26. Because Defendants promised to undertake about 9 separate tasks which are listed in paragraphs 8 and 19 above, and they only undertook one task, they have breached the agreement

27. There 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)

26. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraph 1 to 21 above as if fully set forth herein.

27. 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.

28 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.

29. 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, and also giving her a document titled “Authorization” to go public with case, while it was actually a document to absolve Defendants of any legal action that could be brought against them for the falsehoods included in the appeal letter which was submitted before Plaintiff could insist on corrections.

30. Defendants on the onset intended to abuse, and did abuse any conditional privilege they might have had in their relationship with Max O’keefe, and did exceed the privilege. All these were moved by Defendants’ actual malice toward Plaintiff.

31. Defendants’ 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 as the stated defamation.

32. 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 anesthetist² until Plaintiff’s letter got out to third parties³.

33. 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

². Plaintiff became a nurse in 2008, by 2015 she became a nurse anesthetist, and by 2018, she obtained her Doctorate degree.

³ While Plaintiff cannot readily link this incident with any empirical evidence to the defaming letter sent to Defendants’ co-conspirator, Max O’Keefe, but imposition of such emotional distress on another might have had the effect of such an additional precaution of what happens around Plaintiff.

her hands.

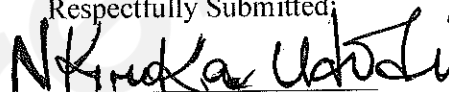
REQUEST FOR RELIEF

34. 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 make corrections of erroneous facts in the appeal letter before it's submission, 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.

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

WHEREFORE, for all the foregoing, Plaintiff respectfully prays.

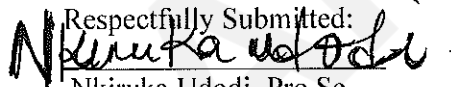
Respectfully Submitted:


Nkiruka Udodi, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the within Motion Pursuant to Rule 15(a) et seq., Federal Rules of Civil Procedure, and the accompanying Amendment to the pending Complaint have been sent to the following via First Class U.S. Mail, to:

Max O'Keefe, Esq.
24E. Market Street
P.O. Box 565
West Chester, PA 19381-0565

Respectfully Submitted:

Nkiruka Udodi, Pro Se
Petitioner

Dated: May 11, 2020