

STATE OF GEORGIA

RAISSA DJUISSI KENGNE,
Applicant,

v.

ID.ME, INC.
COGENCY GLOBAL INC.
250 BROWNS HILL CT,
MIDLOTHIAN, VA, 23114 - 9510, USA

Respondent.

) Case No. 1:22-CV-2297
) (Related Case No.
) 1:22-CV-2297-SEG)
) (Related Case No.
) 1:22-CV-2263)
)
)
)
)
)
)
)
)

EXHIBIT 2



EXHIBIT 2

Lala Kent <cianeseya2022@gmail.com>

Re: ID.me Member Support

6 messages

ID.me Member Support <support@idmeidentity.zendesk.com>

Thu, May 26, 2022 at 12:22 PM

Reply-To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>

To: Cianeseya2022 <cianeseya2022@gmail.com>

Nita (ID.me Member Support)

May 26, 2022, 12:22 EDT

Good Afternoon,

Thank you for your response! We are more than happy to help you regain access to your verified account.

To further assist you, we will need to complete a Zoom call with a live representative to confirm your account ownership. During this call, you will be asked a series of security questions, a live selfie will be taken, and you will need to present a Primary Identification Document (e.g. driver's license, state ID, passport, or passport card).

To be prepared for the call:

- Have a strong wifi/data connection.
- Camera is free of debris and is not blurry.
- Ensure your device is sufficiently charged.
- Make sure your microphone and speaker are enabled.
- Make sure you are in a well-lit room.
- Bring your physical "Primary Identification Document" to the call (e.g. driver's license, state ID, passport, or passport card).

Once you are ready, please click the link below! (Note: our hours are 8am to 6:30pm EST every day.)

<https://help.id.me/hc/en-us/p/account-recovery>

We look forward to speaking to you soon! Should you have any additional questions or concerns, feel free to reach back out.

Warm regards,

Nita

Member Support Team

ID.me, Inc.

ID.me Support | ID.me | Twitter | Facebook

**Veterans Get Secure Single-Sign On for Benefits
President's National Strategy for Trusted Identities in Cyberspace
Building the Trust Graph**

This message (including any attachments) may contain confidential and privileged information belonging to the sender, for a specific individual and purpose, and is legally privileged. If you are not the intended recipient, you should delete this message and any disclosure, copying, forwarding or distribution of this message, or the taking of any action based on it, by you is strictly prohibited.

Cianeseya2022

May 24, 2022, 00:01 EDT

Shamora:

Were you able to update my email address? What additional steps need to be taken? I am using my account for GDOL; the fact that I am unable to access my ID ME account is also preventing me from receiving benefits.

Sincerely,

Raissa -
Raissa Kengne, CISA, CRISC, CISM, CIA, CFE, Lean Six Sigma
CEO and President of A La Pousse, LLC
CEO and President of Kengne's CPA and Consulting Firm
cianeseya2022@gmail.com
raissa.kengne2022@protonmail.com

Cianeseya2022

May 20, 2022, 17:12 EDT

Hello Shamora:

Were you able to update my email address? What additional steps need to be taken?

Sincerely,

Raissa -

Cianeseya2022

May 17, 2022, 18:51 EDT

Hello Shamora:

Thank you for your email. Please let me know if you need any additional information from me as you take some additional steps.

Sincerely,

Raissa -

Raissa Kengne, CISA, CRISC, CISM, CIA, CFE, Lean Six Sigma
CEO and President of A La Pousse, LLC
CEO and President of Kengne's CPA and Consulting Firm
cianeseya2022@gmail.com
raissa.kengne2022@protonmail.com
404-932-1651

Shamora (ID.me Member Support)

May 17, 2022, 18:36 EDT

Hello,

Thank you for contacting ID.me. I am sorry to hear you are unable to access your verified account. I am more than happy to assist.

In order for us to update your email address, we need to take some additional steps. We will do our best to resolve your request as soon as possible.

If you have questions or additional information, please simply reply to this email. We will resolve your request as soon as possible.

Warm regards,

Shamora

Member Support Associate

ID.me, Inc.

ID.me Support | ID.me | Twitter | <https://www.facebook.com/IDmeInc>)

Veterans Get Secure Single-Sign On for Benefits

President's National Strategy for Trusted Identities in Cyberspace

Building the Trust Graph

This message (including any attachments) may contain confidential and privileged information belonging to the sender, for a specific individual and purpose, and is legally privileged. If you are not the intended recipient, you should delete this message and any disclosure, copying, forwarding or distribution of this message, or the taking of any action based on it, by you is strictly prohibited.

Cianeseya2022

May 16, 2022, 16:13 EDT

Hello:

I have changed my email address from rkengne1@gmail.com to cianeseya2022@gmail.com.

I no longer have access to the initial address email I used: rkengne1@gmail.com.

I am unable to log into ID.Me in order to verify my ID and update my payment information for UI GDOL.

Can you please assist with updating my email address on ID.Me so that I can proceed with an Identification?

Sincerely,

Raissa –

This email is a service from ID.me Member Support. Delivered by Zendesk

[65VZZ9-VZQWG]

ID.me Member Support <support@idmeidentity.zendesk.com>
Reply-To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>
To: Cianeseya2022 <cianeseya2022@gmail.com>

Thu, May 26, 2022 at 12:25 PM

Nita (ID.me Member Support)

May 26, 2022, 12:25 EDT

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[65VZZ9-VZQWG]

ID.me Member Support <support@idmeidentity.zendesk.com>
Reply-To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>
To: Cianeseya2022 <cianeseya2022@gmail.com>

Fri, May 27, 2022 at 11:50 AM

John (ID.me Member Support)

May 27, 2022, 11:50 EDT

Hello Raissa,

This is John, thank you for confirming your information with me on the Zoom call. We have submitted a ticket to update your account, and will contact you as soon as it has been done.

Thank you for your patience.

Warm regards,

John

Member Support Associate

ID.me, Inc.

ID.me Support | ID.me | Twitter | Facebook

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[65VZZ9-VZQWG]

Lala Kent <cianeseya2022@gmail.com>

Sun, May 29, 2022 at 8:39 PM

To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>

Hello John:

I have not received an email from you or from ID.Me to let me know that the email address change was done.

Should you need any other additional information from me, please do not hesitate to reach out to me.

Sincerely,

Raissa -

Raissa Kengne, CISA, CRISC, CISM, CIA, CFE, Lean Six Sigma
CEO and President of A La Pousse, LLC
CEO and President of Kengne's CPA and Consulting Firm
cianeseya2022@gmail.com
raissa.kengne2022@protonmail.com
404-932-1651

[Quoted text hidden]

ID.me Member Support <support@idmeidentity.zendesk.com>
Reply-To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>
To: Cianeseya2022 <cianeseya2022@gmail.com>

Tue, May 31, 2022 at 10:05 AM

John (ID.me Member Support)

May 31, 2022, 10:05 EDT

Hello Raissa,

Thank you for your message.

I have reviewed the status of your account update and see that the update is still being processed. I apologize for the delay.

I will contact you again as soon as I receive confirmation that your account update has been completed. Thank you for your continued patience.

Warm regards,

John

Member Support Associate

ID.me, Inc.

ID.me Support | ID.me | Twitter | Facebook

Veterans Get Secure Single-Sign On for Benefits

President's National Strategy for Trusted Identities in Cyberspace

Building the Trust Graph

This message (including any attachments) may contain confidential and privileged information belonging to the sender, for a specific individual and purpose, and is legally privileged. If you are not the intended recipient, you should delete this message and any disclosure, copying, forwarding or distribution of this message, or the taking of any action based on it, by you is strictly prohibited.

Cianeseya2022

May 29, 2022, 20:39 EDT

Hello John:

I have not received an email from you or from ID.Me to let me know that the email address change was done.

Should you need any other additional information from me, please do not hesitate to reach out to me.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[65VZZ9-VZQWG]

Lala Kent <cianeseya2022@gmail.com>

Fri, Jun 3, 2022 at 5:16 PM

To: "ID.me Member Support" <support+id10770653@idmeidentity.zendesk.com>

John:

REQUEST:

I am following up again on the status of my request. Is there a legal process that I need to take on my end in order to fast forward the process?

This is a typo. It should have been November 18th, 2021.

I have not received any income since November 18th, 2022. I was constructively discharged from BDO USA after notifying my supervisor, the SEC, and the PCAOB of unethical behaviors that are in violation of SEC regulations and PCAOB standards exhibited by Wesley Freeman, Scott Meier, Peter Poppo, Paul Davidson, Mark Davenport, and Johnson Wong at the following public companies and their affiliates: Interface, Atlanticus, BioHorizons (Henry Schein's subsidiary), Otelco, BlueLinx, NMS SPAR (subsidiary of SPAR).

Since I filed a complaint with the SEC and the PCAOB, my home has been broken into. My phones and computers have been hacked.

ID.ME RESPONSIBILITY:

Since GDOL requires unemployed US citizens to utilize ID.ME, ID.ME has a legal responsibility to provide citizens with its services in a timely manner.

It has been months now that I am unable to access my account.

Should the delay be resolved by a Judge injunction, please let me know and I will start the legal process.

Have a nice week-end!

Sincerely,

Raissa -

Raissa Kengne, CISA, CRISC, CISM, CIA, CFE, Lean Six Sigma
CEO and President of A La Pousse, LLC
CEO and President of Kengne's CPA and Consulting Firm
cianeseya2022@gmail.com
raissa.kengne2022@protonmail.com

[Quoted text hidden]

STATE OF GEORGIA

RAISSA DJUISSI KENGNE,
Applicant,

v.

ID.ME, INC,
COGENCY GLOBAL INC.
250 BROWNS HILL CT,
MIDLOTHIAN, VA, 23114 - 9510, USA

Respondent.

) Case No. 1:22-CV-2297
) (Related Case No.
) 1:22-CV-2297-SEG)
) (Related Case No.
) 1:22-CV-2263)
)
)
)
)
)
)
)
)

EXHIBIT 3



State of Georgia
Department of Labor

SEPARATION NOTICE

EXHIBIT 3

1. Employee's Name Raissa Kengne 2. SSN [REDACTED]
- a. State any other name(s) under which employee worked. _____
3. Period of Last Employment: From 9/3/2019 To 11/18/2021
4. REASON FOR SEPARATION:
- a. LACK OF WORK ☐
- b. If for other than lack of work, state fully and clearly the circumstances of the separation: _____
5. Employee received payment for: (Severance Pay, Separation Pay, Wages-In-Lieu of Notice, bonus, profit sharing, etc.)
(DO NOT include vacation pay or earned wages)
N/A _____ in the amount of \$ _____ for period from _____ to _____
(type of payment)
- Date above payment(s) was/will be issued to employee _____
- IF EMPLOYEE RETIRED, furnish amount of retirement pay and what percentage of contributions were paid by the employer.
_____ per month 0.00% of contributions paid by employer
6. Did this employee earn at least \$7,300.00 in your employ? YES ☒ NO ☐ If NO, how much? \$ _____
Average Weekly Wage _____

Employer's Name BDO USA, LLP

Address 1100 Peachtree Street NE, Suite 700
(Street or RFD)

City Atlanta State GA ZIP Code 30309

Employer's Telephone No. (404) 656-6750
(Area Code) (Number)

Ga. D. O. L. Account Number [REDACTED]
This is the number assigned to the employer by Georgia Department of Labor.

I CERTIFY that the above worker has been separated from work and the information furnished hereon is true and correct. This report has been handed to or mailed to the worker.

Jennifer Duvane

Signature of Official, Employee of the Employer
or authorized agent for the employer

Senior HR Specialist

Title of Person Signing

11/18/2021

Date Completed and Released to Employee

NOTICE TO EMPLOYER

At the time of separation, you are required by the Employment Security Law, OCGA Section 34-8-190(c), to provide the employee with this document, properly executed, giving the reasons for separation. If you subsequently receive a request for the same information on a DOL-1199FF, you may attach a copy of this form (DOL-800) as a part of your response.

NOTICE TO EMPLOYEE

OCGA SECTION 34-8-190(c) OF THE EMPLOYMENT SECURITY LAW REQUIRES THAT YOU TAKE THIS NOTICE TO THE GEORGIA DEPARTMENT OF LABOR FIELD SERVICE OFFICE IF YOU FILE A CLAIM FOR UNEMPLOYMENT INSURANCE BENEFITS.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

DOL-800 (R-6/19)

INSTRUCTIONS TO EMPLOYER FOR COMPLETION
OF THIS SEPARATION NOTICE

In accordance with the Employment Security Law, OCGA Section 34-8-190(c) and Rules pursuant thereto, a Separation Notice **must** be completed for each worker who leaves your employment, regardless of the reason for the separation. This notice shall be used where the employer-employee relationship is terminated and shall not be used when partial (DOL-408) or mass separation (DOL-402) notices are filed.

Item 1. Enter employee's name as it appears on your records. If it is different from the name appearing on the employee's Social Security Card, report both names.

Item 2. Enter the employee's Social Security Number. **Verify for correctness.**

Item 3. Enter the dates of employee's most recent work period.

Item 4. a. If the reason for separation is for "LACK OF WORK," check box indicated.
b. If the reason for separation is OTHER THAN "lack of work," give complete details about the separation in space provided. If needed, add a separate sheet of paper.

Item 5. If any type payment, (i.e. Separation Pay, Wages-in-lieu of Notice, etc.) was made, indicate the type of payment and the period for which payment was made beyond the last day. Give the date on which the payment was/will be issued to the employee. DO NOT include vacation pay or earned wages.

Item 6. Check the appropriate block YES or NO to indicate whether this employee earned at least \$7,300.00 in your employ. If you check NO, enter amount earned in your employ. Give average weekly wage (without overtime) at the time of separation.

Employer's Name. Give full name of employer under which the business is operated.

Address. Give full mailing address of the employer where communications are to be sent in regard to any potential claim.

Company's Georgia DOL Account Number. Your state DOL Unemployment Insurance Account Number as it appears on your Quarterly Tax and Wage Report, Form DOL-4.

Signature. This notice must be signed by an officer or employee of the employer or authorized agent for the employer, and this person's title or position held with the employer must be shown.

Date. This notice must be dated as of the date it is handed to the worker. If the employee is no longer available at the time employment ceases, mail this form (DOL-800) to the employee's last known address and enter date the form is mailed.

OCGA Section 34-8-256(b)

PENALTY FOR OFFENSES BY EMPLOYERS. "Any employing unit or any officer or agent of an employing unit or any other person who knowingly makes a false statement or representation or who knowingly fails to disclose a material fact in order to prevent or reduce the payment of benefits to any individual entitled thereto or to avoid becoming or remaining subject to this chapter or to avoid or reduce any contribution or other payment required from an employing unit under this chapter or who willfully fails or refuses to make any such contributions or other payment or to furnish any reports required under this chapter or to produce or permit the inspection or copying of records as required under this chapter shall upon conviction be guilty of a misdemeanor and shall be punished by imprisonment not to exceed one year or fined not more than \$1,000.00 or shall be subject to both such fine and imprisonment. Each such act shall constitute a separate offense."

OCGA Section 34-8-122(a)

PRIVILEGED STATUS OF LETTERS, REPORTS, ETC., RELATING TO ADMINISTRATION OF CHAPTER. "All letters, reports, communications, or any other matters, either oral or written, from the employer or employee to each other or to the department or any of its agents, representatives, or employees, which letters, reports, or other communications shall have been written, sent, delivered, or made in connection with the requirements of the administration of this chapter, shall be absolutely privileged and shall not be made the subject matter or basis for any action for slander or libel in any court of the State of Georgia."

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 4A

05/16/2022

EXHIBIT 4A

Delta
Community
CREDIT UNION

RAISSA DJUISSI KENGNE
2681 WEST MAIN STREET NW
ATLANTA, GA 30318

Reference Loan Number 2020004139

Due to non-payments, the above-referenced mortgage loan is delinquent. The loan must be brought current within 30 days of the date of this letter by sending the amount shown below to Delta Community Credit Union in the form of a money order or certified check.

The total amount due as of this date is \$3,774.08.

In order to bring the above-referenced account current, any payments or late charges that become due during this 30-day period, along with the amount shown above, must be included to bring the account current. Delta Community Credit Union's acceptance of less than the total amount due above does not waive our right to demand the entire balance due under the terms of the mortgage.

If the account is not brought current within 30 days of the date of this letter, Delta Community Credit Union will accelerate the outstanding balance of the loan pursuant to the terms of the mortgage. This amount will include but not limited to, the principal, interest, and all other outstanding fees and costs collectible under the loan documents. If the account is not brought current, Delta Community Credit Union will commence legal in rem foreclosure proceedings against the property, which could result in the sale of the property.

Delta Community Credit Union hereby demands and notifies you that it requires strict compliance with the terms of the loan documents as set forth therein. Any previous acceptance of late payments does not constitute in any way a departure from the terms or requirements of the loan documents, nor a waiver of any previous or subsequent default occurring thus far. Any future acceptance of late payments by the Delta Community Credit Union does not constitute a waiver of any of Delta Community Credit Union's rights to exercise its remedies under the loan documents and pursuant to the law in the event of default.

If you have received a bankruptcy discharge of the indebtedness secured by your mortgage, this letter is not an attempt to collect the personal debt; however, it will be necessary for you to bring the delinquent balance current in order to avoid foreclosure. If you do not intend to retain the property, we would request that you contact us to discuss other options available to you.

You have the right to reinstate your loan current after legal action has commenced. You also have the right to respond to any foreclosure proceeding against you and refute the stated default or present relevant defense to our Delta Community Credit Union's legal action against the property.

Delta Community Credit Union wishes to work with you to resolve the problem and help you bring your account into good standing. We urge you to contact us at (404) 677-8688 or (800) 544-3328, and someone will be happy to discuss with you the possible alternatives to foreclosure with you.

Sincerely,

Loss Mitigation Recovery

NCUA
National Credit Union Administration
Member of the Federal Reserve System



Mortgage Servicing Department | P.O. Box 4029 | Peachtree City, GA 30269 | Fax: 770-632-8329 | Phone 1-866-963-7811

**Servicemembers Civil Relief
Act Notice Disclosure**

**U.S. Department of Housing
and Urban Development
Office of Housing**

**OMB Approval No. 2502-0584
Expire 11/30/2024**

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders. [Note: Lender should place its name, address, and contact information here.]
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call (800) 342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

STATE OF GEORGIA

RAISSA DJUISSI KENGNE,
Applicant,

v.

ID.ME, INC.
COGENCY GLOBAL INC.
250 BROWNS HILL CT,
MIDLOTHIAN, VA, 23114 - 9510, USA

Respondent.

) Case No. 1:22-CV-2297
) (Related Case No.
) 1:22-CV-2297-SEG)
) (Related Case No.
) 1:22-CV-2263)
)
)
)
)
)
)
)
)

EXHIBIT 4B



1691 Lions Club Road • PO Box 111 • Madison, GA 30650-0111
706.342.2352 • 888.327.3969 ext. 5 • 706.342.8117 (fax)

EXHIBIT 4B

AgSouthFC.com

January 19, 2022

Mr. Raissa Kengne
1280 W Peachtree St #2109
Atlanta, GA 30309

Dear Mr. Kengne:

As of this date, we have not received your January installment. This installment is now more than 15 days past due. Please have this payment paid no later than **Friday, January 28th, 2022. It is very important that we receive your payments in a timely manner.** Please go ahead and make your payment immediately.

Because it is so late in the month, **do not mail your payment to Lockbox in Texas.** Please mail this payment directly to the **Madison office** at PO Box 111, Madison **or bring your payment by the branch office** at 1691 Lions Club Road, Madison.

If you bring your payment by the office after hours or over the weekend, please put it in our **mailbox**.

We appreciate your immediate attention to this important matter.

Sincerely,

A handwritten signature in black ink that reads "Kenny Huto". To the right of the signature is a circular stamp containing the letters "MP".

Kenny Huto
Vice President



109 E. Church St • PO Box 2607 • Batesburg-Leesville, SC 29070
803.532.3841 • 800.238.7447 • 803.532.8202 (fax)

AgSouthFC.com

February 23, 2022

Raissa D. Kengne
1280 W. Peachtree Street NW #2109
Atlanta, GA 30309

CERTIFIED WITH RETURN RECEIPT REQUESTED AND REGULAR MAIL
#70190160000090392854
RE: Loan # 0114485610

Dear Ms. Kengne;

As a result of your failure to pay the sums due and owing as called for in the Note, AgSouth has elected to exercise the remedies available to it under the Note and related loan documents (collectively "Loan Documents") and accelerate the full amount of the debt.

Accordingly, notice is hereby given you that the terms of said Note wherein you agree to pay reasonable attorney's fees in the event of a default shall be enforced by legal proceedings unless the full amount of the unpaid principal, accumulated interest, advances, etc., in the sum of \$ 36,164.33 together with interest accruing thereon, are fully paid within ten (10) days from receipt of this notice as provided in Section 13-1-11 of the Official Code of Georgia, Annotated.

If you pay the full amount set forth above within ten (10) days, you may consider your obligations under the Loan Documents satisfied. Should you fail to do so, AgSouth will exercise the remedies available to it under the Loan Documents and applicable law including legal action against you.

As a further result of your loan being in default, your "C" Participation Certificates in the Association shall be retired in total or partial liquidation of the loan. As of the projected date of the retirement of your "C" Participation Certificates, your outstanding debt to the bank will be your present outstanding debt in the amount of \$36,164.33, together with accrued interest, attorney's fees and costs, less application of "C" Participation Certificates in the amount of \$765.00.

Please note that interest, late fees, and costs continue to accrue; therefore, it is imperative that you contact me before tendering any sums to obtain a correct figure for payoff.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene McCutchen".

Gene McCutchen
Special Assets Manager
NMLS#1071117 Office: (803)532-3841, Ext. 8417 Cell: (803)429-7042





1691 Lions Club Road • PO Box 111 • Madison, GA 30650-0111
706.342.2352 • 888.327.3969 ext. 5 • 706.342.8117 (fax)

AgSouthFC.com

March 15, 2022

Greetings from AgSouth Farm Credit,

Because you are such a valued customer of AgSouth Farm Credit, I want to let you know that Zack Lovingood has accepted a new job within the Farm Credit System and has relocated to North Carolina. I would like to take this opportunity to thank you for your business, and I would also like to introduce to you to Zack's replacement, Kenny Hutto.

Kenny will be working with you in the future and will place the same high value on maintaining your relationship as Zack did. Kenny received a Bachelor of Business Administration from Georgia College. He has been with AgSouth since August, 2019 and has been in community banking for nearly 20 years. He has the knowledge and experience to help ensure your success. Kenny resides in Barnesville, GA with his wife and two children. You may have already met him at a local meeting or event. If not, I'm sure he will be making plans to introduce himself either in-person or over the phone.

Please note that this will in no way impact the way your account is handled. We expect this transition to be a smooth one, and I assure you that Kenny is committed to serving your financial needs. If you have any questions about your account or would like to inquire about a new loan or lease, please give Kenny a call at 706.342.2352 or email him at KHutto@agsouthfc.com.

We appreciate your business.

As a reminder, we make loans for:

- Small & large acreage tracts
- Recreational properties
- Timber land
- Farms
- Operating lines of credit
- Livestock & equipment
- Home construction & purchases

Benefits of financing through AgSouth:

- Fixed rates up to 20 years on land
(15 years for lot loans)
- Competitive rates & terms
- Up to 85% financing available
- Participate in our Patronage Program
- Lending staff specialized in land & ag financing

Very truly yours,

A handwritten signature in cursive script that reads "Clark David".

Clark David
Regional Vice President



FORTSON, BENTLEY AND GRIFFIN, P.A.

ELBERT N. WHITMIRE, III, C.P.A.,
G. MARCUS HODGE (GA & SC)
DAVID K. LINDER
ROY E. MANOLL, III
WALTER W. HAYS, JR.
MICHAEL J. MCCLEARY
V. KEVIN LANG
TREVOR T. JONES (GA & AL)
BRICKER S. DAUGHTRY
H. SCOTT LOWRY, JR.
DAVID F. ELLISON
WADE A. SCHUENEMAN
GREGORY O. DEBACKER

ATTORNEYS AT LAW
2600 DANIELL'S BRIDGE ROAD
BUILDING 200, SUITE 3A
ATHENS, GEORGIA 30606
(706) 548-1161

ELINORE R. YOUNG
EMILY K. ESCOE
LINDSEY B. WOODARD
ABBIE J. DUHE
JOHNELLE SIMPSON, II

UPSHAW C. BENTLEY, JR.
(1924 - 2013)
EDWIN B. FORTSON
(1913-2007)
JOHN E. GRIFFIN
(1923-2002)
HERBERT T. HUTTO
(1933-1998)

OF COUNSEL
WILLIAM C. BERRYMAN, JR.

June 2, 2022

Ms. Raissa Kengne
570 Piedmont Avenue, NE Unit 55166
Atlanta, Georgia 30308

Re: AgSouth Farm Credit Loan No: 114485610

Dear Ms. Kengne:

AgSouth forwarded your Request for Forbearance letter to me for review. Even presuming the Cares Act Moratorium and the forbearance period that you referenced were ever applicable your land loan, both the Moratorium and the forbearance period expired. AgSouth therefore rejects your request for a forbearance of the above referenced loan and will proceed with the foreclosure.

Please do not hesitate to contact me if you have any questions.

Sincerely,

FORTSON, BENTLEY AND GRIFFIN, P.A.



Roy E. Manoll, III

REM/kdd

cc: AgSouth Farm Credit

**THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THOSE PURPOSES**



109 E. Church St • PO Box 2607 • Batesburg-Leesville, SC 29070
803-532-3841 • 800-238-7447 • 803-532-8202 (fax)

AgSouthFC.com

April 28, 2022

Raissa D. Kengne
1280 W. Peachtree St. NW #2109
Atlanta, GA 30309

Re: BE # 316124-0001

Dear Ms. Kengne:

You currently have a loan with our association that is in default. Pursuant to Section 840.40 of the Bylaws, the Board of Directors of AgSouth Farm Credit has approved the application of your 2021 Patronage in the amount of \$641.61 to your past due balances.

You are hereby advised as follows:

1. Your loan with the association is currently in default.
2. The association intends to apply all or a portion of your Patronage in full or partial liquidation of the unpaid balances of your loan(s).
3. The application of the Patronage will have no other effect on your relationship with our association.
4. After application of your Patronage, the remaining amount of your indebtedness to the association will be \$37,279.97.
5. Your Patronage will be applied as of May 12, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene McCutchen".

Gene McCutchen
Special Assets Manager

GMC/ttn





AGSOUTH FARM CREDIT ACA
MADISON BRANCH OFFICE
1691 LIONS CLUB RD
PO BOX 111
MADISON GA 30650-0111

STATEMENT DATE 02/10/22
LOAN NUMBER 03-052-019-0114485610
PAYMENT DUE DATE 03/01/22
TOTAL AMOUNT DUE \$1,071.74

Any activity after the statement date will appear on your next billing statement.

Questions concerning your account?

Please write us at the address above or call:
1-706-342-2352 or 1-888-327-3969

BALANCES FOR THIS LOAN AS OF 02/10/22:

LOAN PURPOSE	PRINCIPAL BALANCE	CURRENT RATE	INTEREST PAID YEAR-TO-DATE	FUNDS HELD
LOT PURCHASE	\$35,569.70	6.375%	\$0.00	\$0.00
AMOUNT DUE:				
PAST DUE ITEMS	\$661.16			
PRINCIPAL	\$143.12			
INTEREST	\$187.46			
TAXES/FEES	\$30.00			
LATE CHARGES	\$50.00			
TOTAL AMOUNT DUE 03/01/22	\$1,071.74			

YOU MAY INCUR A LATE CHARGE IF YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE.

PURSUANT TO 12 U.S.C. SECTION 1701X, YOU AS A HOMEOWNER ARE ENTITLED TO HOMEOWNERSHIP COUNSELING AVAILABLE THROUGH HUD-APPROVED NONPROFIT ORGANIZATIONS. TO OBTAIN A LIST OF SUCH ORGANIZATIONS IN YOUR AREA, CALL TOLL-FREE 1-800-569-4287.

Please see the reverse of this page for an explanation of this bill. Detach and return the bottom remittance portion with your payment. Please write in black or blue ink.



AGSOUTH FARM CREDIT ACA
MADISON BRANCH OFFICE
1691 LIONS CLUB RD
PO BOX 111
MADISON GA 30650-0111

PAYMENT NUMBER:
6-052-114485610-019

AMOUNT DUE: \$1,071.74

ADDITIONAL
PRINCIPAL: \$
FUNDS
HELD: \$
LATE
CHARGES: \$

BE#: 0000316124-0001



Check here and see reverse for address correction.



T6 P1 146698-1-5-1 - 1091
RAISSA D KENGNE
1280 W PEACHTREE ST NW #2109
ATLANTA GA 30309

1/3
3

Amount Enclosed \$

FARM CREDIT PROCESSING CENTER
PO BOX 650831
DALLAS, TX 75265-0831

605211448561001910000009917430003000900000000005000000000900001071743

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 5



Total Due	\$ 96.50
------------------	-----------------

Service Period
Oct 27, 2021 - Nov 29, 2021

Previous Bill Amount		\$ 58.84
Payment Received On 11/10/21	Thank You!	-58.84
Current Electric Service		+96.60
Total Due		\$ 96.50

Balances unpaid 7 days after the total due date are subject to a late charge of 1.5% of the amount due or \$2.00, whichever is greater.

- ◆ The amount of this bill will be automatically deducted from your bank account on 12-13-2021. Please call the number on your bill at least a week prior to this date if you have made any bank account changes or have any questions about this bill.

georgiapower.com

	Account Number 93437-55009	Web Access Code 232723
	Customer Service 1-888-660-5890 7A-7P Mon-Fri Español 8A-6P Chat 8A-6P	Power Outage Reporting 1-888-891-0938 24/7

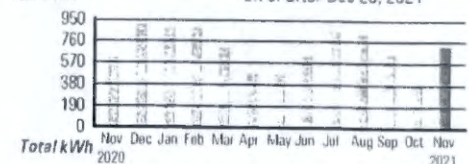
Clear the clutter of paper by going paperless. Receive email notifications when your bill is ready to view online. It's free! Sign up at georgiapower.com/paperless.

Online/Mobile App Pay using a check, debit or credit card at georgiapower.com or via the Georgia Power Mobile App.

Additional Payment Options on back

For current billing details, turn page over

Total Used 723 kWh	Next Scheduled Read Date On or after Dec 28, 2021
------------------------------	---



	1 Year Ago	Last Month	This Month
Total kWh Used	613	390	723
Average Daily kWh	19	13	22
Days In Billing Period	33	29	33

Account Number 93437-55009

Total Due	\$ 96.50
------------------	-----------------

☐ Yes, I want to save a stamp on my next payment! Enroll me in paperless billing today.
Please verify your email address on the back of this statement.

0293437550095100000096500000000000000000000000000000000000

RAISSA KENGNE
APT 2109
1280 W PEACHTREE ST NW
ATLANTA GA 30309

Mail To:
96 ANNEX
ATLANTA GA
30396-0001



Customer Name
RAISSA KENGNE

Account Number
93437-55009

Draft Date

Dec 13, 2021

Total Due

\$ 96.50

Current Electric Service - Residential

Next Scheduled Read Date: On or after Dec 28, 2021

Service Period	Meter #	Reading Type	Meter Reading		x	Constant	= Usage
			Current	Previous			
Oct 27 - Nov 29	7328442	Tot kWh	78953	78230	1		723

Billing Period

Oct 27, 2021 - Nov 29, 2021

Current Service	\$ 72.23
Environmental Compliance Cost	10.62
Nuclear Construction Cost Recovery	3.13
Municipal Franchise Fee	2.63
Sales Tax	7.89

Total Current Electric Service \$ 96.50

Payment Options (cont.)

Auto Pay Auto-Pay by authorizing your bill amount to be automatically debited from your checking or savings account.

Mail Georgia Power Payments
96 Annex Atlanta GA 30396-0001

Phone Pay by phone directly to Georgia Power with your checking or savings account by calling 1-888-660-5890. Pay by phone with your credit or debit card via BillMatrix by calling 1-800-672-2402.

In Person Use your account number to pay at thousands of **Authorized Payment Locations (APLs)**. Locations include most retail and grocery stores that have night and weekend hours.

To pay your bill at participating CheckOut locations, use the barcode found on your bill stub.

All APLs accept cash and some accept debit cards; however, these locations do not accept checks or credit cards. Visit georgiapower.com/apl for more information.

Text GPPAY to 99123 to find the closest Payment Location (APL) near you.

Visit georgiapower.com/paymentoptions for a complete menu of available options.

Consumer Check Conversion - When you pay your bill by check, you authorize us to make a one-time electronic debit from your banking account.

Do we have your correct primary phone number and email?

Why? When you call to report a power outage, our automated systems identify your address by your phone number. We may occasionally want to contact you via email with important information.

If your phone number or email address has changed, please update our records in the box below and mark the box on the front of the stub if you have entered a correction.

Primary Phone Number on file: **404-932-6576 at 1280 W PEACHTREE ST NW**

Email Address on file: **rkengne1@gmail.com**



799366590490006371682479603402

By using this barcode to make a payment, you agree to the full terms and conditions available at www.georgiapower.com. You may also visit the website to search payment locations and view your full e-receipts after making payments.



Customer Name
RAISSA KENGNE

Account Number
93437-55009

Draft Date

Jan 13, 2022

Total Due

\$ 96.07

Current Electric Service - Residential

Next Scheduled Read Date: On or after Jan 27, 2022

Service Period	Meter #	Reading Type	Meter Reading		x	Constant	= Usage
			Current	Previous			
Nov 29 - Dec 29	7328442	Tot kWh	79689	78953	1		736

Billing Period

Nov 29, 2021 - Dec 29, 2021

Current Service	\$ 72.00
Environmental Compliance Cost	10.51
Nuclear Construction Cost Recovery	3.10
Municipal Franchise Fee	2.62
Sales Tax	7.84

Total Current Electric Service \$ 96.07

Payment Options (cont.)

Auto Pay Auto-Pay by authorizing your bill amount to be automatically debited from your checking or savings account.

Mail Georgia Power Payments
96 Annex Atlanta GA 30396-0001

Phone Pay by phone directly to Georgia Power with your checking or savings account by calling 1-888-660-5890. Pay by phone with your credit or debit card via BillMatrix by calling 1-800-672-2402.

In Person Use your account number to pay at thousands of **Authorized Payment Locations (APLs)**. Locations include most retail and grocery stores that have night and weekend hours.

To pay your bill at participating CheckOut locations, use the barcode found on your bill stub.

All APLs accept cash and some accept debit cards; however, these locations do not accept checks or credit cards. Visit georgiapower.com/apl for more information.

Text GPPAY to 99123 to find the closest Payment Location (APL) near you.

Visit georgiapower.com/paymentoptions for a complete menu of available options.

Consumer Check Conversion - When you pay your bill by check, you authorize us to make a one-time electronic debit from your banking account.

Do we have your correct primary phone number and email?

Why? When you call to report a power outage, our automated systems identify your address by your phone number. We may occasionally want to contact you via email with important information.

If your phone number or email address has changed, please update our records in the box below and mark the box on the front of the stub if you have entered a correction.

Primary Phone Number on file: 404-932-6576 at 1280 W PEACHTREE ST NW

Email Address on file: rkengne1@gmail.com



799366590490006371682479603402

By using this barcode to make a payment, you agree to the full terms and conditions available at www.georgiapower.com. You may also visit the website to search payment locations and view your full e-receipts after making payments.



\$ 206.67

Dec 29, 2021 - Jan 28, 2022

-96.07

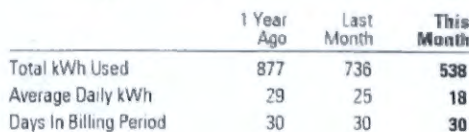
+30.00

Billing summary continues on next page

Chat 8A-6P



On or after Feb 25, 2022

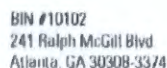


Account Number 93437-55009

\$ 206.67

☐ Yes, I want to save a stamp on my next payment! Enroll me in paperless billing today
Please verify your email address on the back of this statement

029343755009510000020667000000960700000000000000000000



Mail To:
96 ANNEX
ATLANTA GA
30396-0001

RAISSA KENGNE
APT 2109
1280 W PEACHTREE ST NW
ATLANTA GA 30309

Elec Service	78.60
Prev Service	96.07
Rtn Item Chg	30.00
Late Pymt Chg	2.00

Total Due	\$ 206.67
-----------	-----------



Customer Name
RAISSA KENGNE

Account Number
93437-55009

Draft Date

Feb 11, 2022

Total Due

\$ 206.67

♦ The amount of this bill will be automatically deducted from your bank account on 02-11-2022. Please call the number on your bill at least a week prior to this date if you have made any bank account changes or have any questions about this bill.

♦ This bill reflects a previously billed balance that was not deducted from your bank account. We have included both your previous bill and current amount on this bill.

Current Electric Service - Residential

Next Scheduled Read Date: On or after Feb 25, 2022

Service Period	Meter #	Reading Type	Current	Meter Reading - Previous	x	Constant	= Usage
Dec 29 - Jan 28	7328442	Tot kWh	80227	79689		1	538

Billing Period

Dec 29, 2021 - Jan 28, 2022

Current Service	\$ 60.03
Environmental Compliance Cost	8.26
Nuclear Construction Cost Recovery	1.75
Municipal Franchise Fee	2.14
Sales Tax	6.42

Total Current Electric Service \$ 78.60

Payment Options (cont.)

Auto Pay Auto-Pay by authorizing your bill amount to be automatically debited from your checking or savings account.

Mail Georgia Power Payments
96 Annex Atlanta GA 30396-0001

Phone Pay by phone directly to Georgia Power with your checking or savings account by calling 1-888-660-5890. Pay by phone with your credit or debit card via BillMatrix by calling 1-800-672-2402.

In Person Use your account number to pay at thousands of **Authorized Payment Locations (APLs)**. Locations include most retail and grocery stores that have night and weekend hours.

To pay your bill at participating CheckOut locations, use the barcode found on your bill stub.

All APLs accept cash and some accept debit cards; however, these locations do not accept checks or credit cards. Visit georgiapower.com/apl for more information.

Text GPPAY to 99123 to find the closest Payment Location (APL) near you.

Visit georgiapower.com/paymentoptions for a complete menu of available options.

Consumer Check Conversion - When you pay your bill by check, you authorize us to make a one-time electronic debit from your banking account.

Do we have your correct primary phone number and email?

Why? When you call to report a power outage, our automated systems identify your address by your phone number. We may occasionally want to contact you via email with important information.

If your phone number or email address has changed, please update our records in the box below and mark the box on the front of the stub if you have entered a correction.

Primary Phone Number on file: **404-932-6576 at 1280 W PEACHTREE ST NW**

Email Address on file: **rkengne1@gmail.com**



By using this barcode to make a payment, you agree to the full terms and conditions available at www.georgiapower.com. You may also visit the website to search payment locations and view your full e-receipts after making payments.



Customer Name
RAISSA KENGNE

Account Number
93437 55009

Please Pay By

Mar 14, 2022

Total Due

\$ 320.32

Service Address

1280 W PEACHTREE ST NW
APT 2109

Service Period

Jan 28, 2022 Feb 28, 2022

Contact Us



georgiapower.com

Account Number

93437-55009

Web Access Code

232723



Customer Service

1-888-660-5890

Power Outage Reporting

1-888-891-0938

7A-7P Mon-Fri

24/7

Espanol 8A-6P

Chat 8A-6P

Disconnect Notice

This bill includes past due charges of \$206.67. To avoid your electric service being disconnected for non-payment, this amount must be received by Mar 14, 2022.

If service is disconnected, you must pay all outstanding bills and may be billed a reconnect charge and required to pay a deposit or additional deposit before service is restored. If you fail to pay your electric service bill each month by the due date, you may be required to pay a deposit or additional deposit even though service is not disconnected. You may contact us at 1-877-403-7149 for information on agencies that may be able to assist you in paying your past due bill, or assistance available if you have a serious illness in your household that could be aggravated by the disconnection of your electric service.

Esta es una notificación de desconexión de servicio. Para más información, llámenos al 1-800-253-1077.

Payments Since Last Billing

Payment Received On 02/11/22 Thank You! -206.67

Billing Summary

Past Due Electric Service	\$ 174.67
Past Due Returned Item Charge	\$ 30.00
Past Due Late Payment Charge - Electric	\$ 2.00
Current Electric Service	+81.03
Returned Item Charge	+30.00
Late Payment Charge - Electric	+2.62

Balances unpaid 7 days after the total due date are subject to a late charge of 1.5% of the amount due or \$2.00, whichever is greater.

Payment Options

Online/Mobile App Pay using a check, debit or credit card at georgiapower.com or via the Georgia Power Mobile App.

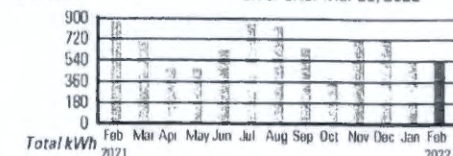
Additional Payment Options on back

For current billing details, turn page over

Usage Information

Total Used
545 kWh

Next Scheduled Read Date
On or after Mar 29, 2022



	1 Year Ago	Last Month	This Month
Total kWh Used	869	538	545
Average Daily kWh	31	18	18
Days In Billing Period	28	30	31

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW



BIN #10102
241 Ralph McGill Blvd
Atlanta, GA 30308-3374

Disconnect Notice



Yes, I want to save a stamp on my next payment! Enroll me in paperless billing today. Please verify your email address on the back of this statement.

Account Number 93437-55009

NC

Please Pay By

Mar 14, 2022

Total Due

\$ 320.32

0293437550095100000320320000020667000000000000000001

RAISSA KENGNE
APT 2109
1280 W PEACHTREE ST NW
ATLANTA GA 30309

Mail To:
96 ANNEX
ATLANTA GA
30396-0001

Total Due Summary

Elec Service	81.03
Prev Service	174.67
Rtn Item Chg	30.00
Prev Rtn Item Chg	30.00
Late Pymt Chg	2.62
Prev Late Pymt Chg	2.00

Total Due \$ 320.32

R00066777

20

93437-55009 20



03/03/2022

RAISSA DJUISSI KENGNE
1280 W. PEACHTREE ST NW, UNIT 2109
ATLANTA, GA 30309

Account Number: #####6186

Dear RAISSA DJUISSI KENGNE:

According to our records, as of the date of this letter, your Delta Community Credit Union Checking and/or Savings Account remains in a negative status.

It is urgent that you bring your account positive within 55 calendar days of when your account balance became negative to avoid account closure. If you have already taken care of the negative balance, please disregard this letter.

If your account is not brought to a positive status, we will consider any and all other collection options available, and your account services may also be suspended. Delta Community also reports negative account closures and losses to **Early Warning Services**, a check verification service and consumer reporting agency. Once reported, the incident will remain on your record for five years, which may affect your ability to open accounts with other financial institutions. Should your account be charged off, this is to notify you that we may transfer your account to the Law Firm of Drew, Eckl & Farnham LLP, a debt collector, and we may provide Drew, Eckl & Farnham LLP with the following email address for you: rkengne1@gmail.com. Drew, Eckl & Farnham LLP may use this email address to communicate with you about the debt. If others have access to this email address, then it is possible they may see the emails. If you would like to opt out of email communications by Drew, Eckl & Farnham LLP to the above stated email, please go to <https://settle.defrecovery.com/optout> and follow the instructions provided by 04/08/2022.

To obtain your negative balance amount and make payment arrangements to fund your account, please contact our servicing group Monday through Friday, between 8:00 a.m. and 5:00 p.m. ET at 404-677-8650. You may also send funds by mail to Delta Community Credit Union, P.O. Box 20541, Atlanta, GA 30320-2541, or electronically via Online Banking or our Mobile App. We also accept funds from a Discover®, MasterCard® or Visa® debit card. There is a fee assessed for this payment type.

We appreciate your prompt attention to this matter. If you have any questions regarding your account, please call us.

Sincerely,

Delta Community Credit Union

10-2021

**Amex EveryDay® Credit Card**

RAISSA D KENGNE
Closing Date 03/03/22
Account Ending 0 21009

p. 1/5

Customer Care: 1-800-635-5955
TTY: Use Relay 711
Website: americanexpress.com

New Balance **\$15,613.99**
Minimum Payment Due **\$1,537.30**
Includes the past due amount of \$1,017.03
Payment Due Date **03/28/22**

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 03/28/22, you may have to pay a late fee of up to \$40.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you have a Non-Plan Balance and make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Non-Plan Balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	24 years	\$42,186

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

▼ Your account is past due.

Please refer to the **IMPORTANT NOTICES** section on page 5.

Continued on page 3

Membership Rewards® Points

Available and Pending as of 01/31/22

6,283

For more details about Rewards, please visit americanexpress.com/rewardsinfo

Account Summary

Previous Balance \$15,326.62
Payments/Credits -\$0.00
New Charges +\$0.00
Fees +\$29.00
Interest Charged +\$258.37

New Balance **\$15,613.99**
Minimum Payment Due **\$1,537.30**

Credit Limit \$13,100.00

Cash Advance Limit \$0.00

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-21009

Enter 15 digit account # on all payments.
Make check payable to American Express.

MD 01 048075 88092 B 186 A



RAISSA D KENGNE
1280 W PEACHTR ST NW
UNIT 2109
ATLANTA GA 30309-3445

Payment Due Date
03/28/22

New Balance
\$15,613.99

AutoPay Amount
\$650.00

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

\$ _____
Amount Enclosed

0000349992216712024 001561399000153730 02 H

Aetna CVS Health™
PO Box 981131
El Paso, TX 79998-1131



11/23/21 9:18 AM 3 0001862 20220118 RAISB7101 BENND 1 cv 2/0M RAAB7100007164129 WA



RAISSA KENGNE
1280 W PEACHTREE ST NW APT 2109
ATLANTA GA 30309-3436



01/18/2022

531576

Internal Purposes: RM04

Time is almost out. We need to receive your first month's premium payment by **January 31** or your plan application will be cancelled, and you will not receive health coverage.

Payment can be made through one of the below options:

- Pay online: <https://aetnacvshealth.com/payment>
- Pay by phone: **1-844-365-7373**
- Pay by check: you will receive a reminder invoice and coupon in the mail. Include this coupon with your check and send to the address provided. *Note: Allow time for mail delivery.*

If you have already made your payment, please disregard this message.

We're here to help

If you have any questions, call us at **1-844-365-7373 (TTY: 711)**. We're here Monday through Friday, 8 AM-6 PM local time.



Health plans are offered or underwritten or administered by Coventry Health Plan of Florida, Inc., Aetna Health Inc. (Georgia), Aetna Life Insurance Company, Aetna Health of Utah Inc., Aetna Health Inc. (Pennsylvania), or Aetna Health Inc. (Texas) (Aetna). Aetna is part of the CVS Health family of companies.

Aetna CVS Health™
PO Box 981131
El Paso, TX 79998-1131

111021201703 000010 20220115 RAISSA KENGNE 1280 W PEACHTREE ST NW APT 2109 ATLANTA GA 30309-3436



RAISSA KENGNE
1280 W PEACHTREE ST NW APT 2109
ATLANTA GA 30309-3436



01/15/2022

520664

Internal Purposes: RM04

Your Monthly Premium Invoice

Your premium payment is due by 01/31/2022. If you've already sent us your full premium payment, please disregard this notice. If you don't pay your premium, this will affect your coverage as of 02/01/2022. Your payment details are the following:

ACCOUNT SUMMARY

Previous Balance:	\$ 715.82	Due Date:	01/31/2022
Payments:	\$ (0.00)	Plan Name:	Aetna CVS Bronze: Low-Cost Walk-in Clinic
Past Due / (Credit Balance):	\$ (715.82)		Visits, Telehealth, Atlanta
Current Premiums:	\$ 357.91	Member ID:	HIM0011231
Adjustments:	\$ -357.91	Exchange ID:	0005067974
APTC:	\$ (357.91)	Invoice:	22015000062
TOTAL AMOUNT DUE:	\$ 357.91	Invoice Date:	01/15/2022
Balance Forward:	\$ 357.91	Bill Period:	02/01/2022 - 02/28/2022

Notes: More information on page 2.

Payment Options

- Make a payment by calling **1-844-365-7373**
- Pay by check. Detach and return the portion below with your payment to the address noted below. Please make checks payable to **Aetna CVS Health™**
- Pay online using a credit/debit card or a bank withdrawal by logging into **<https://aetnacvshealth.com/payment>**

-----Cut Here-----Do Not Staple-----Cut Here-----Do Not Staple-----Cut Here-----Do Not Staple-----Cut Here-----Do Not Staple-----Cut

RETURN THIS WITH PAYMENT

Total Amount Due: **\$357.91**
Exchange ID: 0005067974
System ID: 285105
Payment Due By: **01/31/2022**
Invoice: 22015000062
Invoice Date: 01/15/2022
Bill Period: 02/01/2022 - 02/28/2022
Enrollment Type: I

Raissa Kengne
1280 WEST PEACHTREE ST NW UNIT 2109
ATLANTA, GA 30309

SEND PAYMENT TO:



AETNA/CVS HEALTH
PO BOX 842920
DALLAS TX 75284-2920



000000000285105000003579113

American Express
P.O. Box 207870
Ft. Lauderdale, FL 33320-7870



www.americanexpress.com

January 28, 2022

AB 01 007404 3ARR32 R 20 B
|||||
Raissa D Kengne
1280 W Peachtree St NW Apt 2109
Atlanta GA 30309-3436

Re: Account Ending 21009 Amex EveryDay® Card

Dear Raissa D Kengne:

We are writing to let you know that a payment(s) you recently made was returned unpaid by your financial institution.

Please make a payment to replace the returned amount below, as soon as possible. See below for easy, free ways to pay.

These are the details of the returned payment:

Return Amount: \$650.00
Return Date: 01/25/2022

Return Reason : Insufficient Funds

If your account is enrolled in our automatic scheduled payment arrangement, we encourage you to check this arrangement as it may have been canceled or suspended. Please visit us online at americanexpress.com/Autopay to review and confirm your status.

Ways to Pay:

To make a payment by phone, call us at 1-800-I-PAY-AXP (1-800-472-9297). To make a payment on-line, visit us at americanexpress.com/pbc.

Sincerely,

American Express Account Services

February 19, 2022

1 ACTION REQUIRED

0000-145 : 5-5-1966 DTT 0000-145



000006785

RAISSA KENNEDY
13801A PEACHTREE ST NW
APT 2100
ATLANTA GA 30309-3436

Raissa Kengne
Cardmember since 2015
Account ending in 3534



❗ A payment was returned unpaid

Please make a replacement payment right away

Hi, Raissa. A recent payment of \$651.02 on your Citi Simplicity® Mastercard® account was returned unpaid by BANK OF AMERICA NA.

What happened and what's next?

BANK OF AMERICA NA indicated the account doesn't have the funds needed to cover the payment. Before making a replacement payment, make sure this account has the necessary funds to cover it - a different payment account can also be used. You can quickly and easily manage your payment accounts and make a replacement payment in the Citi Mobile® App or Citi® Online. The payment will be credited same-day.

Please contact BANK OF AMERICA NA directly for any further questions or clarifications about this returned payment.

Your Citi Team

©2022 Citibank, N.A. Citi, Citibank, Citi with Arc Design, Citi Mobile and Citi Simplicity are registered service marks of Citigroup Inc.





Allstate Roadside
2775 Sanders Road, Suite E2
Northbrook, IL 60062-6127

RTF_MDC1AMC



RAISSA KENGNE
1280 W PTREE ST NE APT 2109
ATLANTA, GA 30309-3436

Roadside assistance bill

Information as of February 14, 2022

Primary Member Page 1 of 2

Raissa Kengne

Membership Number

367943593

Membership period
September 18, 2021 through
September 18, 2022

Visit www.allstatemotorclub.com for more
information about your exclusive
membership benefits.

Amount Due **\$ 52.68**

Due by January 17, 2022

Your credit card was declined

Thank you for your membership in Allstate Roadside. We wanted to inform you that the credit card we have on file card ending in 9430 was declined. Please use the form below or call us to update your credit card and pay your balance. You can also send a check or money order.

Pay today and avoid interruption to your 24/7 Roadside Assistance, travel benefits and exclusive member discounts. We appreciate your loyalty to Allstate Roadside and look forward to serving you on the road ahead!

Ways to Pay

1. Credit Card

Complete the payment form below and return by mail or call 1-800-347-8880.

2. Check or Money Order

Detach the payment form below and return by mail.

(Please disregard this notice if you've already submitted payment.)

Benefits at a Glance:



Fast 24/7 Roadside Assistance

Get roadside service for towing, fuel delivery, tire changes, jump starts, lockouts and more.



Easy Digital Access

Select a service, request a rescue and track your service provider's arrival time - all from your phone.



Discounts & Savings

Save up to 50% on restaurants, retailers, entertainment and more. Plus, get deals on travel expenses, from hotel stays to car rentals.

Detach bottom portion here

Return this portion with your payment

Amount Due **\$ 52.68**

Due by January 17, 2022

Fill out the information below to pay by credit card. Or, make check or money order payable to **Allstate Motor Club**.

☐ Visa ☐ MasterCard ☐ American Express ☐ Discover



Card
expires



When paying by credit card, I permit Allstate Motor Club to automatically charge all future dues, at the then-current rate, to the account indicated, until my membership is canceled in writing by me or by Allstate Motor Club which will send me notice of future dues. All benefits subject to the terms and conditions in the Membership Guide.

Your Signature _____ Date _____



Primary Member

Raissa Kengne

Membership Number

367943593

Indicate name or address
changes on the reverse side.



National General >

Customer Service

For Questions please
Call 866-387-0484 or Fax 844-279-1983

Date: 02/14/2022

Your insurance coverage under this policy is terminated as of January 12, 2022 for non-payment of premium due and the policy no longer provides any insurance protection.

Customer Service Department



109 E. Church St. • PO Box 2607 • Batesburg Leesville, SC 29020
803 532 1841 • 800 218 7447 • 803 532 8202 (fax)

AgSouthFC.com

February 23, 2022

Raissa D. Kengne
1280 W. Peachtree Street NW #2109
Atlanta, GA 30309

CERTIFIED WITH RETURN RECEIPT REQUESTED AND REGULAR MAIL
#70190160000090392854
RE Loan # 0114485610

Dear Ms. Kengne,

As a result of your failure to pay the sums due and owing as called for in the Note, AgSouth has elected to exercise the remedies available to it under the Note and related loan documents (collectively "Loan Documents") and accelerate the full amount of the debt.

Accordingly, notice is hereby given you that the terms of said Note wherein you agree to pay reasonable attorney's fees in the event of a default shall be enforced by legal proceedings unless the full amount of the unpaid principal, accumulated interest, advances, etc., in the sum of \$ 36,164.33 together with interest accruing thereon, are fully paid within ten (10) days from receipt of this notice as provided in Section 13-1-11 of the Official Code of Georgia, Annotated.

If you pay the full amount set forth above within ten (10) days, you may consider your obligations under the Loan Documents satisfied. Should you fail to do so, AgSouth will exercise the remedies available to it under the Loan Documents and applicable law including legal action against you.

As a further result of your loan being in default, your "C" Participation Certificates in the Association shall be retired in total or partial liquidation of the loan. As of the projected date of the retirement of your "C" Participation Certificates, your outstanding debt to the bank will be your present outstanding debt in the amount of \$36,164.33, together with accrued interest, attorney's fees and costs, less application of "C" Participation Certificates in the amount of \$765.00.

Please note that interest, late fees, and costs continue to accrue; therefore, it is imperative that you contact me before tendering any sums to obtain a correct figure for payoff.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene McCutchen".

Gene McCutchen
Special Assets Manager

NMLS#1071117 Office: (803)532-3841, Ext. 8417 Cell: (803)429-7042





STATE FARM PAYMENT PLAN

P.O. Box 52265
Phoenix AZ 85072-2265

AT 1

1350 1997 27 11
1761 FA97010242 0007
KENGNE, RAISSA DJUISSI
1280 W PINE ST NW APT 2109
ATLANTA GA 30309-3436

CANCELLATION NOTICE NON-PAYMENT OF PREMIUM

ACCOUNT NUMBER 1360-1997-27
Monthly AccountNOTICE SENT DUE BEFORE AMOUNT DUE
JAN 24, 2022 FEB 6, 2022 \$393.07
THIS IS THE ONLY CANCELLATION NOTICE YOU WILL RECEIVE.We noticed one or more of your payments has been late.
Please pay this notice timely to avoid a lapse in coverage.
As always, you can contact your agent with questions or to
discuss additional billing and payment options at State Farm.

The amount due includes the amount of a returned payment.

POLICY INFORMATION

State Farm Life Insurance Company

NAME	POLICY NUMBER	DESCRIPTION	BALANCE DUE
KENGNE, RAISSA DJUISSI	LF-3860-0539	1000000 SELECT TERM - 30	\$151.38

Coverage may end following the grace period of your life policy if we do not receive your payment. Any funds received will be applied according to your policy provisions. Be advised this notice may not reflect the entire premium due. You may receive additional communication regarding the premium due for your life policy.

Payment of the balance due indicated here does not extend the policy(s) grace period or waive any reinstatement requirements if your policy has lapsed.

ACCOUNTHOLDER COPY

Agent Wendy Leung
Telephone 404-266-8118

93 5852 7511

Account # 1350-1997-27
Prepared Date JAN 21 2022

IF YOU HAVE MOVED, PLEASE CONTACT YOUR AGENT.



NAME	KENGNE, RAISSA DJUISSI
ACCOUNT NUMBER	1350-1997-27 Monthly Account

PLEASE RETURN THIS PART WITH YOUR
CHECK MADE PAYABLE TO STATE FARM.

DUE BEFORE	AMOUNT DUE
FEB 6, 2022	\$393.07

Please disregard this notice if payment has been made. Payment required to continue your insurance has not been received. Please pay the full amount due. THIS IS THE ONLY CANCELLATION NOTICE YOU WILL RECEIVE.

2709202053

State Farm Insurance Companies
P.O. Box 588002
North Metro, GA 30029-8002

(01a081ad)

(01b081no)

For office use only 00047 1761-FA97 11 ACCOUNTHOLDER COPY
Prepared JAN 21 2022

SFPP Cancel \$393.07 0205

AD1

700203600039307 000135019972711327>

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 6

EXHIBIT 6

Page 1 of 5

Local Form 239 (Non-Prisoner Cases) (07/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

FILED IN CLERK'S OFFICE

U.S.D.C. - Atlanta

JUN 06 2022

KEVIN P. WEIMER, Clerk
By: *[Signature]* Deputy Clerk

UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

RAISSA DJUISSI KENGNE

Plaintiff/Petitioner

v.

ID.ME, INC.

Defendant/Respondent

Civil Action No. **1:22-CV-2237**APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS
(Long Form)

Affidavit in Support of the Application

Instructions

I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested. I declare under penalty of perjury that the information below is true and understand that a false statement may result in a dismissal of my claims.

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Signed: *[Signature]*

Date: 06/03/2022

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly income amount during the past 12 months		Income amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ 3,750	\$ 0	\$ 0	\$ 0
Self-employment	\$ 0	\$ 0	\$ 0	\$ 0
Income from real property (such as rental income)	\$ 0	\$ 0	\$ 0	\$ 0
Interest and dividends	\$ 0	\$ 0	\$ 0	\$ 0
Gifts	\$ 0	\$ 0	\$ 0	\$ 0
Alimony	\$ 0	\$ 0	\$ 0	\$ 0
Child support	\$ 0	\$ 0	\$ 0	\$ 0

Local Form 239 (Non-Prisoner Cases) (07/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Retirement (such as social security, pensions, annuities, insurance)	\$ 3,750.00	\$ 0	\$ 0	\$ 0
Disability (such as social security, insurance payments)	\$ 0	\$ 0	\$ 0	\$ 0
Unemployment payments	\$ 0	\$ 0	\$ 0	\$ 0
Public-assistance (such as welfare)	\$ 0	\$ 0	\$ 0	\$ 0
Other (specify):	\$ 0	\$ 0	\$ 0	\$ 0
Total monthly income:	\$ 7,500.00	\$ 0	\$ 0	\$ 0

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
BDO USA, LLP	1100 PEACHTREE ST NE SUITE 700 ATLANTA, GA 30309	09/03/2019 - 11/18/2022	\$ 9,583.00
GRANT THORNTON	1100 PEACHTREE ST NE SUITE 1200 ATLANTA, GA 30309	04/01/2018 - 08/15/2019	\$ 6,666.66

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
N/A N/A	N/A N/A	N/A N/A	\$ N/A
			\$
			\$

4. How much cash do you and your spouse have? \$ 800.00

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial institution	Type of account	Amount you have	Amount your spouse has
Truist	Checking	\$ 150.00	\$ 0.00
Ameris Bank	Checking	\$ 800.00	\$ 0.00
		\$	\$

Local Form 239 (Non-Prisoner Cases) (07/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Assets owned by you or your spouse		
Home (Value)	Condominium	\$ 500,000
Other real estate (Value)	Land Lot	\$ 55,000
Motor vehicle #1 (Value)		\$
	Make and year:	
	Model:	
	Registration #:	
Motor vehicle #2 (Value)		\$
	Make and year:	
	Model:	
	Registration #:	
Other assets (Value)	Abandoned House	\$ 200,000
Other assets (Value)		\$

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
Gemini Trust Company, LLC	\$ 1,683	\$ 0
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support.

Name (or, if under 18, initials only)	Relationship	Age
N/A	N/A	N/A

Local Form 239 (Non-Prisoner Cases) (07/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment <i>(including lot-rented for mobile home)</i> Are real estate taxes included? ☒ Yes ☐ No Is property insurance included? ☐ Yes ☒ No	\$ 3,000.00	\$ 0
Utilities <i>(electricity, heating fuel, water, sewer, and telephone)</i>	\$ 1,000.00	\$ 0
Home maintenance <i>(repairs and upkeep)</i>	\$ 250.00	\$ 0
Food	\$ 1,000.00	\$ 0
Clothing	\$ 0.00	\$ 0
Laundry and dry-cleaning	\$ 200.00	\$ 0
Medical and dental expenses	\$ 25.00	\$ 0
Transportation <i>(not including motor vehicle payments)</i>	\$ 150.00	\$ 0
Recreation, entertainment, newspapers, magazines, etc.	\$ 0.00	\$ 0
Insurance <i>(not deducted from wages or included in mortgage payments)</i>		
Homeowner's or renter's: State Farm	\$ 500.00	\$ 0
Life: State Farm	\$ 250.00	\$ 0
Health: Aetna	\$ 800.00	\$ 0
Motor vehicle: N/A	\$ 0.00	\$ 0
Other:	\$ 0.00	\$ 0
Taxes <i>(not deducted from wages or included in mortgage payments) (specify):</i>	\$ 0.00	\$ 0
Installment payments		
Motor vehicle: N/A	\$ 0.00	\$ 0
Credit card <i>(name)</i> : Bank of America and Citi Bank	\$ 4,000.00	\$ 0
Department store <i>(name)</i> : N/A	\$ 0.00	\$ 0
Other: American Express	\$ 2,000.00	\$ 0
Alimony, maintenance, and support paid to others	\$ 0.00	\$ 0

Local Form 239 (Non-Prisoner Cases) (07/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Regular expenses for operation of business, profession, or farm (attach detailed statement)	\$ 0.00	\$ 0
Other (specify):	\$ 0.00	\$ 0
Total monthly expenses:	\$ 13,125.00	\$ 0

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☐ Yes ☒ No If yes, describe on an attached sheet.

10. Have you paid — or will you be paying — an attorney any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$

If yes, state the attorney's name, address, and telephone number:

11. Have you paid — or will you be paying — anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$

If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of these proceedings.

I left BDO USA after notifying my supervisor, the SEC, and the PCAOB of unethical behaviors that are in violation of SEC regulations and PCAOB standards exhibited by Wesley Freeman, Scott Meier, Peter Poppo, Paul Davidson, Mark Davenport, and Johnson Wong at the following public companies and their affiliates: Interface, Atlanticus, BioHorizons (Henry Schein's subsidiary), Otelco, BlueLink, NMS SPAR (subsidiary of SPAR). I was retaliated against.

Since I filed a complaint with the SEC and the PCAOB, my home has been broken into. My phones and computers have been hacked. I have been unable to access the limited amount of money I had invested on the Gemini platform. Please see related lawsuit 2022CV365268.

13. Identify the city and state of your legal residence.

Atlanta, Georgia

Your daytime phone number: 404-932-1651

Your age: 33 Your years of schooling: 18

Last four digits of your social-security number: 1178

STATE OF GEORGIA

RAISSA DJUISSI KENGNE,
Applicant,

v.

ID.ME, INC.
COGENCY GLOBAL INC.
250 BROWNS HILL CT,
MIDLOTHIAN, VA, 23114 - 9510, USA

Respondent.

) Case No. 1:22-CV-2297
) (Related Case No.
) 1:22-CV-2297-SEG)
) (Related Case No.
) 1:22-CV-2263)
)
)
)
)
)
)
)
)

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RAISSA DJUISSI KENGNE,

Plaintiff,

v.

GEORGIA POWER COMPANY,

Defendant.

CIVIL ACTION FILE

NO. 1:22-cv-02297-SEG

FINAL REPORT AND RECOMMENDATION

AND ORDER

Plaintiff, proceeding without counsel, seeks leave to file this civil action *in forma pauperis* ("IFP"), without prepayment of fees and costs or security therefor, pursuant to 28 U.S.C. § 1915(a)(1). [Doc. 1, Application]. This is the third lawsuit that Plaintiff has filed this week seeking permission to proceed IFP.¹

I. Plaintiff's IFP Application

The affidavit of poverty submitted by Plaintiff indicates that over the past twelve months, Plaintiff has earned an average monthly income of \$7,500 from her

¹ See Case No. 1:22-cv-02237-SEG, *Raissa Djuissi Kengne v. ID.me, Inc., et al.*, and Case No. 1:22-cv-02263-SEG-CMS, *Raissa Djuissi Kengne v. AG South Farm Credit, et al.*

employment and retirement, which amounts to \$90,000 on an annual basis. [Doc. 1 at 1–2]. Before she left her most recent employment, she was earning \$9,583.00 per month. She does not list any children or a spouse that rely on her for support. [*Id.* at 3]. She reports that she owns a condominium valued at approximately \$500,000, a land lot worth \$55,000, and an abandoned house worth approximately \$200,000. [*Id.*]. Plaintiff has estimated her total monthly expenses at approximately \$13,125.00. [*Id.* at 5].

Plaintiff's allegations of poverty are not fully supported by the record. With an annual income of approximately \$90,000, Plaintiff is well above the poverty level.² Although Plaintiff lists average monthly expenses of \$13,125.00, some of the discretionary amounts for one person seem unnecessarily high, such as \$1000 for food, \$200 for laundry and dry cleaning, and \$6000 in monthly credit card installment payments to Bank of America, Citi Bank, and American Express. [Doc. 1 at 4].

Although Plaintiff may have limited funds, and may have other priorities for those funds, I believe that she is able to pay the required \$402 filing fee and should do so if she wishes to pursue this case. For the reasons stated, I find that Plaintiff has

² See <https://aspe.hhs.gov/poverty-guidelines> (last visited June 8, 2022).

sufficient means to pay the filing fee and incur the costs of these proceedings. Thus, Plaintiff's request to proceed IFP is **DENIED**.

If Plaintiff wishes to proceed with this action, she is **ORDERED** to pay the appropriate filing fee to the Clerk within **21 days** of the date of this Order.

II. Plaintiff's Complaint

Before she does so, however, the undersigned notes, after reviewing Plaintiff's proposed complaint and request for injunctive relief and declaratory judgment, that as currently drafted, Plaintiff's complaint fails to show that this Court has subject matter jurisdiction over her claims against the defendant, Georgia Power Company. Plaintiff's complaint cites only Georgia state statutes and regulations, and her allegations chiefly pertain to a billing dispute that she, as a residential customer of Georgia Power, has with the defendant. She alleges that Georgia Power wrongfully disconnected her residential electrical service and closed her account for nonpayment. She asks this Court to order Georgia Power to permit Plaintiff to pay the past due amounts on her account using the same account number she has had for more than ten years, and to restore power to Plaintiff's home immediately, due to Georgia Power's alleged violations of local rules and regulations. She alleges that she never received a disconnection notice, but she also alleges that her condominium management

amount in controversy exceeds \$75,000 and is between citizens of different states. *See id.* The pleadings and the civil cover sheet that Plaintiff completed indicate that both she and the Georgia Power Company are citizens of the State of Georgia. [Doc. 1-3 at 1]. Plaintiff's allegations also show that the amount in controversy is less than \$1000. Thus, Plaintiff's complaint fails to show that the amount in controversy exceeds \$75,000 and the action is between citizens of different states.

III. Conclusion

For the reasons stated, I **RECOMMEND** that Plaintiff's complaint be **DISMISSED without prejudice** for lack of subject matter jurisdiction, and the case closed. Plaintiff's application to proceed IFP is **DENIED**.

IT IS SO RECOMMENDED AND ORDERED, this 10th day of June, 2022.



CATHERINE M. SALINAS
UNITED STATES MAGISTRATE JUDGE

Other Orders/Judgments

1:22-cv-02297-SEG Kengne v.
Georgia Power Company

4months,CMS

U.S. District Court

Northern District of Georgia

Notice of Electronic Filing

The following transaction was entered on 6/10/2022 at 1:53 PM EDT and filed on 6/10/2022

Case Name: Kengne v. Georgia Power Company

Case Number: 1:22-cv-02297-SEG

Filer:

Document Number: 4

Docket Text:

FINAL REPORT AND RECOMMENDATION re [3] Complaint, recommending that Plaintiff's complaint be DISMISSED without prejudice for lack of subject matter jurisdiction, and the case closed. Plaintiff's application to proceed IFP is DENIED. Signed by Magistrate Judge Catherine M. Salinas on 06/10/2022. (rsg)

1:22-cv-02297-SEG Notice has been electronically mailed to:

1:22-cv-02297-SEG Notice has been delivered by other means to:

Raissa Djuissi Kengne

570 Piedmont Ave NE

#55166

Atlanta, GA 30308

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=6/10/2022] [FileNumber=12597928-0] [675429af51e620be5c4ac91c2fd8ec4379b4e054440ff3235e23762b2c97f2ebbd
a18a1247f24749e5793aedc8c7f46ca8e7ae2f66b914930f274fcbdc2ed3eb]]

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RAISSA DJUISSIKENGNE,

Plaintiff,

v.

GEORGIA POWER COMPANY,

Defendant.

CIVIL ACTION FILE

NO. 1:22-cv-02297-SEG

**ORDER FOR SERVICE OF
REPORT AND RECOMMENDATION**

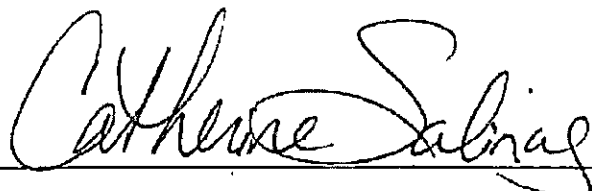
The Report and Recommendation of the undersigned United States Magistrate Judge made in accordance with 28 U.S.C. § 636(b)(1), FED. R. CIV. P. 72(b), N.D. Ga. R. 72.1(B), (D), and Standing Order 18-01 (N.D. Ga. Feb. 12, 2018) has been filed. The Clerk is **DIRECTED** to serve upon counsel for the parties and directly upon any unrepresented parties a copy of the Report and Recommendation and a copy of this Order.

Pursuant to 28 U.S.C. § 636(b)(1), each party may file written objections, if any, to the Report and Recommendation within **FOURTEEN (14) DAYS** of service of this Order. Should objections be filed, they shall specify with particularity the alleged

error(s) made (including reference by page number to any transcripts if applicable) and shall be served upon the opposing party. The party filing objections will be responsible for obtaining and filing the transcript of any evidentiary hearing for review by the District Court. **If no objections are filed, the Report and Recommendation may be adopted as the opinion and order of the District Court, and on appeal, the Court of Appeals will deem waived any challenge to factual and legal findings to which there was no objection,** subject to interests-of-justice plain error review. *Harrigan v. Metro Dade Police Dep't Station #4*, 977 F.3d 1185, 1191–92 (11th Cir. 2020); 11th Cir. R. 3-1 (“A party failing to object to a magistrate judge’s findings or recommendations . . . waives the right to challenge on appeal the district court’s order based on unobjected-to factual and legal conclusions if the party was informed of the time period for objecting and the consequences on appeal for failing to object.”).

The Clerk is **DIRECTED** to submit the Report and Recommendation with objections, if any, to the District Court after expiration of the above time period.

IT IS SO ORDERED and DIRECTED, this 10th day of June, 2022.



CATHERINE M. SALINAS
UNITED STATES MAGISTRATE JUDGE

Other Orders/Judgments

1:22-cv-02297-SEG Kengne v.
Georgia Power Company

4months,CMS

U.S. District Court

Northern District of Georgia

Notice of Electronic Filing

The following transaction was entered on 6/10/2022 at 1:55 PM EDT and filed on 6/10/2022

Case Name: Kengne v. Georgia Power Company

Case Number: 1:22-cv-02297-SEG

Filer:

Document Number: 5

Docket Text:

ORDER for Service of [4] Final Report and Recommendation,, Order ruling on IFP, by Magistrate Judge Catherine M. Salinas. Each party may file written objections to the Report & Recommendation within 14 days of service. If no objections are filed, the Report & Recommendation may be adopted as the opinion and order of the District Court. Signed by Magistrate Judge Catherine M. Salinas on 06/10/2022. (rsg)

1:22-cv-02297-SEG Notice has been electronically mailed to:

1:22-cv-02297-SEG Notice has been delivered by other means to:

Raissa Djuissi Kengne
570 Piedmont Ave NE
#55166
Atlanta, GA 30308

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=6/10/2022] [FileNumber=12597950-0] [77981ce88d7d56a3fb159b8836dc5f4a00da86cf56e4505cf59eba6bcd8223d05df4076d92944a4ebbb3dad6819528d9351952d05ab229242251338110925b83]]

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 9

EXHIBIT 9A
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

	)	Case No.
	)	1:22-CV-2297-SEG
RAISSA DJUISSI KENGNE,	)	
Plaintiff,	)	
	)	
v.	)	
GEORGIA POWER COMPANY	)	
C/O Kristi Dow	)	
241 Ralph McGill Blvd., BIN 10180	)	
Atlanta, GA, 30308, USA	)	
	)	
Defendant(s).	)	

**PLAINTIFF'S RESPONSES AND OBJECTIONS TO THE FINAL
REPORT AND RECOMMENDATION AND ORDER ISSUED IN
RELATION TO PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION
FOR RELIEF, AND DECLARATORY JUDGMENT AND MOTION TO**

**RECONSIDER PLAINTIFF'S INITIAL MOTION TO FILING IN
FORMA PAUPERIS**

TO THE HONORABLE JUDGE TO SAID COURT:

PLAINTIFF, RAISSA DJUISSI KENGNE ("Plaintiff" or "Homeowner") hereby submits her response and objections to the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment (the "Report", or "R & R"), filed on June 10, 2022. United States Magistrate Judge Catherine M. Salinas, has recommended and ordered as follows:

ORDERED, that Plaintiff's request to proceed IFP is DENIED.

FURTHER ORDERED, that Plaintiff's complaint be DISMISSED without prejudice for lack of subject matter jurisdiction asserting that Complaint cites only Georgia Statutes and regulations and that the allegations chiefly pertain to a billing dispute Plaintiff has with Georgia Power. United Stated Magistrate Judge Catherine M. Salinas also asserts that the Civil Cover Sheet that Plaintiff completed civil cover sheet to initiate this lawsuit does not contain a federal question jurisdiction. United Stated Magistrate Judge Catherine M. Salinas also asserts that Pursuant to 28 U.S.C. §1332, federal district courts have original jurisdiction for all civil actions where the amount in controversy exceeds \$75,000 and is between citizens of different states.

Final Report And Recommendation And Order (filed on June 10, 2022). The recommended order must be refused because although not expressly stated on the Civil Cover Sheet, Plaintiff's causes of action and claims for relief as noted under Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment in counts 1 through count 5 fall under the US Constitution 14th Amendment and the second paragraph of the United States Declaration of Independence.

The 14th Amendment Section 1 states that “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of **life, liberty, or property, without due process of law**; nor deny to any person within its jurisdiction the equal protection of the laws. The 14th Amendment governs regulation of business enterprises: rates, charges, and conditions of service “Business Affected With a Public Interest”. Defendant Georgia Power is a “Business Affected With a Public Interest” as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection.

In *Munn v. Illinois*, the first of the “Granger Cases,” in which maximum charges established by a state legislature for Chicago grain elevator companies were challenged, not as being confiscatory in character, but rather as a regulation beyond the power of any state agency to impose, the Court, in an opinion that was largely dictum, declared that the due process clause did not operate as a safeguard against oppressive rates, that if regulation was permissible, the severity thereof was within legislative discretion and could be ameliorated only by resort to the polls. Not much time elapsed, however, before the Court effected a complete withdrawal from this position. By 1890, it had fully converted the due process clause into a positive restriction which the judicial branch was duty bound to enforce whenever state agencies sought to impose rates which, in its estimation, were **arbitrary or unreasonable**.

Plaintiff asserts in Count 1 through 5, taken together, that the rates that she was charged were **arbitrary and/or unreasonable**, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff’s electricity bill was inaccurate; thereby, rendering the

rate charged to the Plaintiff different from the rates approved by the Public Service Commission (“PSC”).

Plaintiff asserts in Count 1 through 5, taken together, that by wrongfully and/or illegally disconnecting her service without notice, Defendant Georgia Power violated Plaintiff’s due process rights as mandated and protected by the 14th Amendment.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that “Even under the narrowest concept of the police power as limited by substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals.

Plaintiff asserts in Count 1 through 5, taken together, that Georgia Power violated Plaintiff’s 14th Amendment by wrongfully and illegally disconnecting the electricity. The National Association for the Advancement of Colored People (“NAACP”) recently released a report called Lights Out in the Cold, Reforming Utility Shut-Off Policies as if Human Rights Matter. Plaintiff’s assertion that electricity and its related services are a basic human right and that access to electricity is a critical component to the prosperity, safety and general well-being of every human being, is supported by the NAACP research. The NAACP research report can be found at <https://naacp.org/resources/lights-out-cold>. Without electricity, Plaintiff is unable to have access to adequate food, health, and safety.

The Declaration of Independence (US 1776) states that “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are **Life, Liberty and the pursuit of Happiness**.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the

consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.”

Electricity is required for light, heat, cooling, and cooking. Electricity is also needed to operate phones, internet, TV, and computer for personal user or professional use. Light, heat, cooling, and cooking are basic rights that enables the **pursuit of happiness, life, and liberty**. If every person is afforded an opportunity to have electricity, a publicly regulated resource, it is ensured that his or her rights to pursue happiness, life, and liberty are not violated.

Defendant Georgia Power has violated Plaintiff’s unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff’s home, thereby, violating Plaintiff’s right to Life, Liberty and the pursuit of Happiness. Defendant Georgia Power has violated Plaintiff’s rights to due process under the 14th Amendment by wrongfully and/or illegally disconnecting electricity at Plaintiff’s home, thereby, violating Plaintiff’s right to Life, Liberty and the pursuit of Happiness.

Plaintiff intends for discovery to provide additional information in order to gain more understanding into why the events listed below happened.

a. Plaintiff’s electricity was disconnected wrongfully and/or illegally.

b. Defendant Georgia Power refuses to allow Plaintiff to pay the past due amount on her balance on her same account number; thereby, depriving Plaintiff of electricity for approximately three (3) months. To this date, Plaintiff is still without electricity at her primary residence.

c. Defendant Georgia Power refuses to re-establish electricity at Plaintiff's primary home even though Plaintiff is willing to pay for the past due balance on the account she has held for more than ten (10) years.

d. Plaintiff never received a disconnection notice on her door and the Georgia Power's agent told Plaintiff that he did not have a disconnection notice and a disconnection notice is no longer provided and was not sent.

Plaintiff's Prayers for Relief to the Court in Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment includes, but is not limited to, a Court's request to "Grant any such additional relief to Plaintiff in law or equity as the Court deems just and proper under the circumstances." Plaintiff's request includes actual and punitive damages.

ARGUMENT

A. CIVIL COVER SHEET

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that the Civil Cover Sheet that Plaintiff completed to initiate this lawsuit does not contain a federal question jurisdiction. "In this case, the civil order cover sheet that Plaintiff completed to initiate this lawsuit indicates that she is asserting federal question jurisdiction."

Plaintiff did not cite all the U.S. Civil Statute under which Plaintiff was filing. The three (3) U.S. Civil statutes listed below were omitted from the Civil Cover Sheet to initiate the case.

a. 14th Amendment Section 1,

b. The Declaration of Independence (US 1776) - Regulation of Business Enterprises: Rates, Charges, and Conditions of Service “Business Affected With a Public Interest”,

c. The Declaration of Independence (US 1776) - Health, Safety, and Morals.

Plaintiff notes that the Federal Rules of Civil Procedure document dated December 1, 2020 does not state that a case must be dismissed if there is an omission on the Civil Cover Sheet.

Furthermore, in evaluating the legal sufficiency of a complaint for purposes of §1915(d), the courts apply the customary standard enunciated in Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-102, 2 L.Ed.2d 80 (1957), that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the Plaintiff can prove no set of facts in support of his or her claim, which would entitle him or her to relief.

Plaintiff can prove to facts to support her claims and has provided evidence to support her claims.

Plaintiff is hereby requesting that the three (3) U.S. Civil statutes listed above be added to the Civil Cover Sheet to initiate the case number 1:22-CV-02297-SEG.

Plaintiff's case is not a diversity jurisdiction case.

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "There are no allegations in Plaintiff's proposed complaint to support federal question jurisdiction." Plaintiff Raissa Djuissi Kengne disagrees with this statement.

Plaintiff asserts in Counts 1 through 5, taken together cover the 14th, Amendment and the Declaration of Independence. Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment contains the federal question jurisdiction in the following sections:

a. Under IV. CAUSES OF ACTION AND CLAIMS FOR RELIEF - COUNT ONE: section 95, "Plaintiff Raissa Djuissi Kengne is in need of intervention by the Court to settle and afford relief from lack of electricity, uncertainty, and insecurity with respect to her **rights**". The law defines "Right" as below.

i. A power or privilege held by the general public as the result of a constitution, statute, regulation, judicial precedent, or other type of law.

ii. A legally enforceable claim held by someone as the result of specific events or transactions.

iii. Loosely, any situation or decision that seems proper or correct by virtue of legal, moral, or ethical ideals (i.e., the opposite of wrong).

Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment refers "to her rights" as understood as her Constitutional and Fundamental rights and as defined by the law in the three (3) senses of the word "Right" presented above and obtained from the the Cornell Law Wex Online Library.

b. under IV. CAUSES OF ACTION AND CLAIMS FOR RELIEF - COUNT TWO: section 107; "Plaintiff Raissa Djuissi Kengne is in need of intervention by the Court to settle and afford relief from lack of electricity, uncertainty, and insecurity with respect to her **rights**". The law defines "Right" as below.

i. A power or privilege held by the general public as the result of a constitution, statute, regulation, judicial precedent, or other type of law.

ii. A legally enforceable claim held by someone as the result of specific events or transactions.

iii. Loosely, any situation or decision that seems proper or correct by virtue of legal, moral, or ethical ideals (i.e., the opposite of wrong.

Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment refers "to her rights" as understood as her Constitutional and Fundamental rights and as defined by the law in the three (3) senses of the word "Right" presented above and obtained from the the Cornell Law Wex Online Library.

c. Under IV. CAUSES OF ACTION AND CLAIMS FOR RELIEF - COUNT THREE: section 111; "Plaintiff Raissa Djuissi Kengne is in need of intervention by the Court to settle and afford relief from lack of electricity, uncertainty, and insecurity with respect to her **rights**". The law defines "Right" as below.

i. A power or privilege held by the general public as the result of a constitution, statute, regulation, judicial precedent, or other type of law.

ii. A legally enforceable claim held by someone as the result of specific events or transactions.

iii. Loosely, any situation or decision that seems proper or correct by virtue of legal, moral, or ethical ideals (i.e., the opposite of wrong.

Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment refers "to her rights" as understood by her Constitutional and

Fundamental rights and as defined by the law in the three (3) senses of the word "Right" presented above and obtained from the the Cornell Law Wex Online Library.

d. Under IV. CAUSES OF ACTION AND CLAIMS FOR RELIEF - COUNT FOUR: section 114; "Plaintiff Raissa Djuissi Kengne is in need of intervention by the Court to settle and afford relief from lack of electricity, uncertainty, and insecurity with respect to her rights". The law defines "Right" as below.

i. A power or privilege held by the general public as the result of a constitution, statute, regulation, judicial precedent, or other type of law.

ii. A legally enforceable claim held by someone as the result of specific events or transactions.

iii. Loosely, any situation or decision that seems proper or correct by virtue of legal, moral, or ethical ideals (i.e., the opposite of wrong.

Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment refers "to her rights" as understood as her Constitutional and Fundamental rights and as defined by the law in the three (3) senses of the word "Right" presented above and obtained from the the Cornell Law Wex Online Library.

e. Under IV. CAUSES OF ACTION AND CLAIMS FOR RELIEF - COUNT FIVE: section 125; "Plaintiff Raissa Djuissi Kengne is in need of intervention by the Court to settle and afford relief from lack of electricity, uncertainty, and insecurity with respect to her rights". The law defines "Right" as below.

i. A power or privilege held by the general public as the result of a constitution, statute, regulation, judicial precedent, or other type of law.

ii. A legally enforceable claim held by someone as the result of specific events or transactions.

iii. Loosely, any situation or decision that seems proper or correct by virtue of legal, moral, or ethical ideals (i.e., the opposite of wrong.

Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment refers "to her rights" as understood by her Constitutional and Fundamental rights and as defined by the law in the three (3) senses of the word "Right" presented above and obtained from the Cornell Law Wex Online Library.

Plaintiff asserts in Counts 1 through 5, taken together, that Georgia Power violated Plaintiff's 14th Amendment by wrongfully and illegally disconnecting the electricity. The National Association for the Advancement of Colored People ("NAACP") recently released a report called Lights Out in the Cold, Reforming Utility Shut-Off Policies as if Human Rights Matter. Plaintiff's assertion that electricity and its related services are a basic human right and that access to electricity is a critical component to the prosperity, safety and general well-being of every human being, is supported by the NAACP research. Without electricity, Plaintiff is unable to have access to adequate food, healthcare, and safety.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that "Even under the narrowest concept of the police power as limited by

substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals."

The Declaration of Independence (US 1776) states that "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness."

Electricity is required for light, heat, cooling, and cooking. Electricity is also needed to operate phones, internet, TV, and computer for personal use or professional use. Light, heat, cooling, and cooking are basic rights that enables the pursuit of happiness, life, and liberty. If every person is afforded an opportunity to have electricity, a publicly regulated resource, it is ensured that his or her rights to pursue happiness are not violated.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home; thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness. Defendant Georgia Power has violated Plaintiff's rights to due process under the 14th Amendment by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness.

Plaintiff intends for discovery to provide additional information in order to gain more understanding into why the events listed below happened.

a. Plaintiff's electricity was disconnected wrongfully and/or illegally.

b. Defendant Georgia Power refuses to allow Plaintiff to pay the past due amount on her balance on her same account number; thereby, depriving Plaintiff of electricity for approximately three (3) months. To this date, Plaintiff is still without electricity at her primary residence.

c. Defendant Georgia Power refuses to re-establish electricity at Plaintiff's primary home even though Plaintiff is willing to pay for the past due balance on the account she has held for more than ten (10) years.

d. Plaintiff never received a disconnection notice on her door and the Georgia Power's agent told Plaintiff that he did not have a disconnection notice and a disconnection notice is no longer provided and was not sent.

B. THE SUBJECT MATTER OF THE CASE AND THE CONTROVERSY AMOUNT

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that Plaintiff's "allegations chiefly pertain to a billing dispute that she as a residential customer of Georgia Power, has with the Defendant Georgia Power."

Plaintiff asserts that United States Magistrate Judge Catherine M. Salinas misread the complaint and the complaint does NOT pertain to a simple billing dispute due to the fact that 1) Plaintiff wants to paid the electricity bill and Georgia Power refuses to accept Plaintiff's payment and thereby depriving Plaintiff to Life, Liberty and the pursuit of Happiness as mandated by the 14th Amendment and 2) Defendant Georgia Power wrongfully and/or illegally disconnected the service without a notice; thereby, depriving Plaintiff of her rights to due process as well as to Life, Liberty and the pursuit of Happiness as mandated by the United States 14th Amendment and the Declaration of Independence.

Plaintiff's past due balance on her Georgia Power's electricity bill is NOT the controversy amount and is NOT the subject matter of the Complaint as stated by United States Magistrate Judge Catherine M. Salinas in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment.

The subject matter of the Complaint is the fact that Georgia Power, a utility company that provides public services and is regulated by the PSC is refusing to allow Plaintiff to pay the past due amount on her balance on her existing account. Plaintiff is now without electricity for approximately three (3) months. Plaintiff has experienced the high cold and is experiencing the high heat of Georgia without cooling and heating. Plaintiff is unable to cook at home due to the fact that the condominium Plaintiff's lives in does not allow for gas appliances. Defendant Georgia Power is depriving Plaintiff of her rights under the 14th Amendment and the Declaration of Independence.

The controversy amount is NOT the past due amount on Plaintiff's electricity bill, but it is of an **intangible nature that is well above \$75,000** due to 1) the fact that Georgia Power refuses to allow Plaintiff to pay for her electricity bill and 2) the nature of the wrongful and/or illegal acts and the legal standards the wrongful and/or illegal acts fall under. To clarify, the 14th Amendment and the United States Declaration of Independence.

The 14th Amendment Section 1 states that "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal

protection of the laws. The 14th Amendment governs regulation of business enterprises: rates, charges, and conditions of service “Business Affected With a Public Interest”.

Defendant Georgia Power is a “Business Affected With a Public Interest” as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection.

1594

AMENDMENT 14—RIGHTS GUARANTEED



**Regulation of Business Enterprises: Rates, Charges, and
Conditions of Service**

"Business Affected With a Public Interest"—In endeavoring to measure the impact of the due process clause upon efforts by the States to control the charges exacted by various businesses for their services, the Supreme Court, almost from the inception of the Fourteenth Amendment, devoted itself to the examination of two questions: (1) whether the clause precluded that kind of regulation of certain types of business, and (2) the nature of the restraint, if any, which this clause imposed on state control of rates in the case of businesses as to which such control existed. For a brief interval following the ratification of the Fourteenth Amendment, the Supreme Court appears to have underestimated the significance of the due process clause as a substantive restraint on the power of States to fix rates chargeable by an industry deemed appropriately subject to such controls. Thus, in *Munn v. Illinois*,¹³⁸ the first of the "*Granger Cases*," in which maximum charges established by a state legislature for Chicago grain elevator companies were challenged, not as being confiscatory in character, but rather as a regulation beyond the power of any state agency to impose, the Court, in an opinion that was largely dictum, declared that the due process clause did not operate as a safeguard against oppressive rates, that if regulation was permissible, the severity thereof was within legislative discretion and could be ameliorated only by resort to the polls. Not much time elapsed, however, before the Court effected a complete withdrawal from this position. By 1890¹³⁹ it had fully converted the due process clause into a positive restriction which the judicial branch was duty bound to enforce whenever state agencies sought to impose rates which, in its estimation, were arbitrary or unreasonable.

In contrast to the speed with which the Court arrived at those above mentioned conclusions, more than fifty years were to elapse before it developed its currently applicable formula for determining the propriety of subjecting specific businesses to state regulation of their prices or charges. Prior to 1934, unless a business was "affected with a public interest," control of its prices, rates, or conditions of service was viewed as an unconstitutional deprivation of liberty and property without due process of law. During the period of its application, however, this standard, "business affected with a public interest," never acquired any precise meaning, and as a consequence lawyers were never able to identify all those qualities or attributes which invariably distinguished a business so affected from one not so affected. The most coherent effort by the Court was the following classification prepared by Chief Justice Taft.¹⁴⁰ "(1) Those [businesses] which are carried on under the authority of a public grant of privileges which either expressly or impliedly imposes the affirmative duty of rendering a public service demanded by any member of the public. Such are the railroads, other common carriers and public utilities. (2) Certain occupations, regarded as exceptional, the public interest attaching to which, recognized from earliest times, has survived the period of arbitrary laws by Parliament or Colonial legislatures for regulating all trades and callings. Such are those of the keepers of inns, cabs and grist mills. . . . (3) Businesses which though not public at their inception may be fairly said to have risen to be such and have become subject in consequence to some government regulation. They have come to hold such a peculiar relation to the public that this is superimposed upon them. In the language of the cases, the owner by devoting his business to the public use, in effect grants the public an interest in that use and subjects himself to public regulation to the extent of that interest although the property continues to belong to its private owner and to be entitled to protection accordingly."

Through application of this now outmoded formula the Court found it possible to sustain state laws regulating charges made by grain elevators,¹⁴¹ stockyards,¹⁴² and tobacco warehouses,¹⁴³ and fire insurance rates¹⁴⁴ and commissions paid to fire insurance agents.¹⁴⁵ Voided, because the businesses sought to be controlled

In *Munn v. Illinois*, the first of the "Granger Cases," in which maximum charges established by a state legislature for Chicago grain elevator companies were challenged, not as

being confiscatory in character, but rather as a regulation beyond the power of any state agency to impose, the Court, in an opinion that was largely dictum, declared that the due process clause did not operate as a safeguard against oppressive rates, that if regulation was permissible, the severity thereof was within legislative discretion and could be ameliorated only by resort to the polls. Not much time elapsed, however, before the Court effected a complete withdrawal from this position. By 1890, it had fully converted the due process clause into a positive restriction which the judicial branch was duty bound to enforce whenever state agencies sought to impose rates which, in its estimation, were **arbitrary or unreasonable**.

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were **arbitrary and/or unreasonable**, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC").

The total kWh used on Plaintiff's electricity bill for the month of November 2022 was 390 kWh. The total kWh used on Plaintiff's electricity bill for the month of December 2022 was 723 kWh. There is a difference of 85.34%. The usage on the bill increased by 85.34% or 333 between November 2022 and December 13, 2022. Regardless of the formula that is been used, if a reading or kwh used is inaccurate, then the total amount is also inaccurate, which makes the rate applied and used to calculate the electricity bill also inaccurate. Therefore, if the rate applied and used is inaccurate, Plaintiff has a claim to bring this lawsuit to the Court under the 14th Amendment - Regulation of Business Enterprises: Rates, Charges, and Conditions of Service "Business Affected With a Public Interest". Defendant Georgia Power is a "Business Affected With a Public Interest" as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of

Citizenship, Due Process And Equal Protection. The relevant exhibits are included in the Notice of Filing.

The total kWh used on Plaintiff's electricity bill for the month of January dated January 13rd, 2022 was 736 kWh. The total kWh used on Plaintiff's electricity bill for the month of February dated February 11th, 2022 was 538 kWh. There is a difference of 26.90%. The usage on the bill decreased by 26.90% or 333 between January 13rd, 2022 and February 11th, 2022. Regardless of the formula that is being used, if a reading or kWh used is inaccurate, then the total amount is also inaccurate, which makes the rate applied and used to calculate the electricity bill is also inaccurate. Regardless of the formula that is been used, if a reading or kwh used is inaccurate, then the total amount is also inaccurate, which makes the rate applied and used to calculate the electricity bill is also inaccurate. Therefore, if the rate applied and used is inaccurate, Plaintiff has a claim to bring this lawsuit to the Court under the 14th Amendment - Regulation of Business Enterprises: Rates, Charges, and Conditions of Service "Business Affected With a Public Interest". Defendant Georgia Power is a "Business Affected With a Public Interest" as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection. The relevant exhibits are included in the Notice of Filing.

Plaintiff asserts in Counts 1 though 5, taken together, that the rates that she was charged were **arbitrary and/or unreasonable**, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC"). The 14th Amendment governs the Regulation of Business Enterprises: Rates, Charges, and Conditions of Service "Business Affected With a Public Interest". Defendant Georgia Power is a "Business Affected With a Public Interest" as defined in the Fourteenth Amendment Rights

Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection. Plaintiff has a claim to bring this lawsuit to the Federal District Court under the 14th Amendment.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that “Even under the narrowest concept of the police power as limited by substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals.

Plaintiff asserts in Counts 1 though 5, taken together, that Georgia Power violated Plaintiff’s 14th Amendment by wrongfully and illegally disconnecting the electricity. The National Association for the Advancement of Colored People (“NAACP”) recently released a report called Lights Out in the Cold, Reforming Utility Shut-Off Policies as if Human Rights Matter. Plaintiff’s assertion that electricity and its related services are a basic human right. and that access to electricity is a critical component to the prosperity, safety and general well-being of every human being is supported by the NAACP research. Without electricity, Plaintiff is unable to have access to adequate food, healthcare, and safety. The NAACP research report can be found at <https://naacp.org/resources/lights-out-cold>.

The Declaration of Independence (US 1776) states that “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its

foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.”

Electricity is required for light, heat, cooling, and cooking. Electricity is also needed to operate phones, internet, TV, and computer for personal use or professional use. Light, heat, cooling, and cooking are basic rights that enables the pursuit of happiness, life, and liberty. If every person is afforded an opportunity to have electricity, a publicly regulated resource, it is ensured that his or her rights to pursue happiness are not violated.

Memphis Light, Gas Water Division v. Kraft, 436 U.S. 1, 98 S. Ct. 1554, 56 L.Ed.2d 30 (1978), requires municipal utilities not to terminate service without procedural due process protection for those with a property interest in such services.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's rights to due process and to Life, Liberty and the pursuit of Happiness.

Plaintiff's Prayers for Relief to the Court in Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment includes, but is not limited to, a Court request to "Grant any such additional relief to Plaintiff in law or equity as the Court deems just and proper under the circumstances." Plaintiff's request includes actual and punitive damages.

Plaintiff notes that the Federal Rules Of Civil Procedure document dated December 1, 2020 does not state that a case must be dismissed if there is an omission on the Civil Cover Sheet.

In evaluating the legal sufficiency of a complaint for purposes of §1915(d), the courts apply the customary standard enunciated in *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-102, 2 L.Ed.2d 80 (1957), that a complaint should not be dismissed for failure to state a claim unless it

appears beyond doubt that the Plaintiff can prove no set of facts in support of his or her claim, which would entitle him or her to relief.

Plaintiff is hereby requesting that the three (3) U.S. Civil statutes listed under "A. Civil Cover Sheet" section above be added to the Civil Cover Sheet to initiate the case number 1:22-CV-02297-SEG.

C. FEDERAL JURISDICTION AND CONTROVERSY AMOUNT

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Pursuant to 28 U.S.C. § 1332, federal district courts have original jurisdiction for all civil actions where the amount in controversy exceeds \$75,000 and is between citizens of different states."

Plaintiff's case is not a diversity jurisdiction case.

Plaintiff did not cite all the U.S. Civil Statutes under which Plaintiff was filing. The three (3) U.S. Civil statutes listed below were omitted from the Civil Cover Sheet to initiate the case.

- a. 14th Amendment Section 1,
- b. The Declaration of Independence (US 1776) - Regulation of Business Enterprises: Rates, Charges, and Conditions of Service "Business Affected With a Public Interest",
- c. The Declaration of Independence (US 1776) - Health, Safety, and Morals.

Plaintiff notes that the FEderal Rules Of Civil Procedure document dated December 1, 2020 does not state that a case must be dismissed if there is an omission on the Civil Cover Sheet.

In evaluating the legal sufficiency of a complaint for purposes of §1915(d), the courts apply the customary standard enunciated in Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-102,

2 L.Ed.2d 80 (1957), that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the Plaintiff can prove no set of facts in support of his or her claim, which would entitle him or her to relief.

Plaintiff is hereby requesting that the three (3) U.S. Civil statutes listed under "A. Civil Cover Sheet" section above be added to the Civil Cover Sheet to initiate the case number 1:22-CV-02297-SEG.

Plaintiff's past due balance on her Georgia Power's electricity bill, which is less than \$1,000.00 is NOT the controversy amount as stated by United States Magistrate Judge Catherine M. Salinas in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment.

The controversy amount is NOT the past due amount on Plaintiff's electricity bill, rather **it is of an intangible nature that is well above \$75,000** due to 1) the fact that Georgia Power refuses to allow Plaintiff to pay for her electricity bill on her existing account and 2) the nature of the wrongful and/or illegal acts and the legal standards the wrongful and/or illegal acts fall under. To clarify, the 14th Amendment and the United States Declaration of Independence.

The 14th Amendment Section 1 states that "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws." The 14th Amendment governs regulation of business enterprises: rates, charges, and conditions of service "Business Affected With a Public Interest". Defendant Georgia

Power is a “Business Affected With a Public Interest” as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection.

In *Munn v. Illinois*, the first of the “Granger Cases,” in which maximum charges established by a state legislature for Chicago grain elevator companies were challenged, not as being confiscatory in character, but rather as a regulation beyond the power of any state agency to impose, the Court, in an opinion that was largely dictum, declared that the due process clause did not operate as a safeguard against oppressive rates, that if regulation was permissible, the severity thereof was within legislative discretion and could be ameliorated only by resort to the polls. Not much time elapsed, however, before the Court effected a complete withdrawal from this position. By 1890, it had fully converted the due process clause into a positive restriction which the judicial branch was duty bound to enforce whenever state agencies sought to impose rates which, in its estimation, were arbitrary or unreasonable."

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were **arbitrary and/or unreasonable**, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC") and making these rates arbitrary and/or unreasonable.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that "Even under the narrowest concept of the police power as limited by substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals."

Plaintiff asserts in Counts 1 through 5, taken together, that Georgia Power violated Plaintiff's 14th Amendment by wrongfully and illegally disconnecting the electricity. The National Association for the Advancement of Colored People ("NAACP") recently released a report called *Lights Out in the Cold, Reforming Utility Shut-Off Policies as if Human Rights Matter*. Plaintiff's assertions that electricity and its related services are a basic human right is supported by the NAACP research. Plaintiff asserts that access to electricity is a critical component to the prosperity, safety and general well-being of every human being, which is also supported by the NAACP's research. Without electricity, Plaintiff is unable to have access to adequate food, health, and safety. The NAACP research report can be found at <https://naacp.org/resources/lights-out-cold>.

The Declaration of Independence (US 1776) states that "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are **Life, Liberty and the pursuit of Happiness**.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness."

Electricity is required for light, heat, cooling, and cooking. Electricity is also needed to operate phones, internet, TV, and computer for personal user or professional use. Light, heat, cooling, and cooking are basic rights that enables the pursuit of happiness, life, and liberty. If every person is afforded an opportunity to have electricity, a publicly regulated resource, it is ensured that his or her rights to pursue happiness are not violated.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's rights to due process and to Life, Liberty and the pursuit of Happiness.

D. REQUIRED NOTICE OF DISCONNECTION

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that Plaintiff "alleges that she never received a disconnection notice, but she also alleges that her condominium management withheld her mail access during the relevant period and that the mail issue is part of a lawsuit that she has filed in the Superior Court of Fulton County."

Plaintiff asserts that United States Magistrate Judge Catherine M. Salinas misread the complaint and the analysis is flawed.

The Notice of Disconnection should be left on the customer door. Plaintiff Raissa Djuissi Kengne was at home when the electricity was disconnected; the Georgia Power's agent told Plaintiff that he did not have a disconnection notice and a disconnection notice is no longer provided and was not sent. The Georgia Power's agent further stated that he was ordered to turn off the electricity at Plaintiff's primary home. The service disconnection happened when the temperature was in the seasonal hold.

Plaintiff asserts that the termination without notice violates Plaintiff's procedural due process right and that Defendant Georgia Power, by presuming charges for services not furnished or rendered, violated Plaintiff's substantive due process right.

Defendant Georgia Power has violated Plaintiff's due process rights under the 14th Amendment and unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's rights to due process and Life, Liberty and the pursuit of Happiness.

Plaintiff intends for discovery to provide additional information in order to gain more understanding into why the events listed below happened.

- a. Plaintiff's electricity was disconnected wrongfully and/or illegally.
- b. Defendant Georgia Power refuses to allow Plaintiff to pay the past due amount on her balance on her same account number; thereby, depriving Plaintiff of electricity for approximately three (3) months. To this date, Plaintiff is still without electricity at her primary residence.
- c. Defendant Georgia Power refuses to re-establish electricity at Plaintiff's primary home even though Plaintiff is willing to pay for the past due balance on the account she has held for more than ten (10) years.
- d. Plaintiff never received a disconnection notice on her door and the Georgia Power's agent told Plaintiff that he did not have a disconnection notice and a disconnection notice is no longer provided and was not sent.

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were arbitrary and/or unreasonable, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC"). The inaccurate readings gave rise to an inaccurate total amount on the electricity bill and

an inaccurate rate, which led Georgia Power to disconnect Plaintiff's electricity wrongfully and/or illegally violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. In addition, by preventing and refusing Plaintiff to make a payment on her existing Georgia Power account, Georgia Power is also refusing to provide electricity services to Plaintiff and is, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. Furthermore, by refusing to reconnect electricity service to Plaintiff's primary home, Georgia Power is also violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness and is exhibiting a lack of Morals in view of their continued refusal to acknowledge their error and their act of depriving Plaintiff of electricity without a rightful, lawful, and legal reason since Plaintiff is willing to pay her past due electricity bill under her existing account number.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the 14th Amendment and under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's rights to due process and to Life, Liberty and the pursuit of Happiness.

E. 14TH AMENDMENT AND THE DECLARATION OF INDEPENDANCE

The 14th Amendment - governs regulation of business enterprises: rates, charges, and conditions of service “Business Affected With a Public Interest”.

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S RESPONSE AND OBJECTIONS TO THE FINAL REPORT AND RECOMMENDATION, ORDER ISSUED IN RELATION TO PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT, AND MOTION TO RECONSIDER MOTION TO PROCEED IN FORMA PAUPERIS as well as the PLAINTIFF'S ORIGINAL

COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT (case number 1:22-CV-2297) and the facts as if set forth here in full for all purposes.

The 14th Amendment Section 1 states that “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws. The 14th Amendment governs regulation of business enterprises: rates, charges, and conditions of service “Business Affected With a Public Interest”. Defendant Georgia Power is a “Business Affected With a Public Interest” as defined in the Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection.

In *Munn v. Illinois*, the first of the “Granger Cases,” in which maximum charges established by a state legislature for Chicago grain elevator companies were challenged, not as being confiscatory in character, but rather as a regulation beyond the power of any state agency to impose, the Court, in an opinion that was largely dictum, declared that the due process clause did not operate as a safeguard against oppressive rates, that if regulation was permissible, the severity thereof was within legislative discretion and could be ameliorated only by resort to the polls. Not much time elapsed, however, before the Court effected a complete withdrawal from this position. By 1890, it had fully converted the due process clause into a positive restriction which the judicial branch was duty bound to enforce whenever state agencies sought to impose rates which, in its estimation, were arbitrary or unreasonable.

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were arbitrary and/or unreasonable, due to the fact that the readings were inaccurate and therefore,

the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC"). The inaccurate readings gave rise to an inaccurate total amount on the electricity bill and an inaccurate rate, which led Georgia Power to disconnect Plaintiff's electricity wrongfully and/or illegally violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. In addition, by preventing and refusing Plaintiff to make a payment on her existing Georgia Power account, Georgia Power is also refusing to provide electricity services to Plaintiff and is, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. Furthermore, by refusing to reconnect electricity service to Plaintiff's primary home, Georgia Power is also violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home; thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness.

The 14th Amendment - Public Health, Safety, and Morals

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S RESPONSE AND OBJECTIONS TO THE FINAL REPORT AND RECOMMENDATION, ORDER ISSUED IN RELATION TO PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT, AND MOTION TO RECONSIDER MOTION TO PROCEED IN FORMA PAUPERIS as well as the PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT (case number 1:22-CV-2297) and the facts as if set forth here in full for all purposes.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that “Even under the narrowest concept of the police power as limited by substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals.

Plaintiff asserts in Counts 1 through 5, taken together, that Georgia Power violated Plaintiff's 14th Amendment by wrongfully and illegally disconnecting the electricity. The National Association for the Advancement of Colored People (“NAACP”) recently released a report called Lights Out in the Cold, Reforming Utility Shut-Off Policies as if Human Rights Matter. Plaintiff's assertions that electricity and its related services are a basic human right is supported by the NAACP research. Plaintiff asserts that access to electricity is a critical component to the prosperity, safety and general well-being of every human being, which is also supported by the NAACP's research. Without electricity, Plaintiff is unable to have access to adequate food, health, and safety. The NAACP research report can be found at <https://naacp.org/resources/lights-out-cold>.

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were arbitrary and/or unreasonable, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission (“PSC”). The inaccurate readings gave rise to an inaccurate total amount on the electricity bill and an inaccurate rate, which led Georgia Power to disconnect Plaintiff's electricity wrongfully and/or illegally violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. In addition, by preventing and refusing Plaintiff to make a payment on her existing Georgia Power account,

Georgia Power is also refusing to provide electricity services to Plaintiff and is, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. Furthermore, by refusing to reconnect electricity service to Plaintiff's primary home, Georgia Power is also violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness and is exhibiting a lack of Morals in view of their continued refusal to acknowledge their error and depriving Plaintiff of electricity without reason since Plaintiff is willing to pay her past due electricity bill under her existing account.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness.

The United States Declaration of Independence

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S RESPONSE AND OBJECTIONS TO THE FINAL REPORT AND RECOMMENDATION, ORDER ISSUED IN RELATION TO PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT, AND MOTION TO RECONSIDER MOTION TO PROCEED IN FORMA PAUPERIS as well as the PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT (case number 1:22-CV-2297) and the facts as if set forth here in full for all purposes.

The Declaration of Independence (US 1776) states that "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it

is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.”

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were arbitrary and/or unreasonable, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission (“PSC”). The inaccurate readings gave rise to an inaccurate total amount on the electricity bill and an inaccurate rate, which led Georgia Power to disconnect Plaintiff's electricity wrongfully and/or illegally violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. In addition, by preventing and refusing Plaintiff to make a payment on her existing Georgia Power account, Georgia Power is also refusing to provide electricity services to Plaintiff and is, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. Furthermore, by refusing to reconnect electricity service to Plaintiff's primary home, Georgia Power is also violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness and is exhibiting a lack of Morals in view of their continued refusal to acknowledge their error and depriving Plaintiff of electricity without reason since Plaintiff is willing to pay her past due electricity bill under her existing account.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness.

Violation of the 14th Amendment and the Declaration of Independence

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S RESPONSE AND OBJECTIONS TO THE FINAL REPORT AND RECOMMENDATION, ORDER ISSUED IN RELATION TO PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT, AND MOTION TO RECONSIDER MOTION TO PROCEED IN FORMA PAUPERIS as well as the PLAINTIFF'S ORIGINAL COMPLAINT, INJUNCTION FOR RELIEF, AND DECLARATORY JUDGMENT (case number 1:22-CV-2297) and the facts as if set forth here in full for all purposes.

Electricity is required for light, heat, cooling, and cooking. Electricity is also needed to operate phones, internet, TV, and computer for personal user or professional use. Light, heat, cooling, and cooking are basic rights that enables the pursuit of happiness, life, and liberty. If every person is afforded an opportunity to have electricity, a publicly regulated resource, it is ensured that his or her rights to pursue happiness are not violated.

Plaintiff asserts in Counts 1 through 5, taken together, that the rates that she was charged were arbitrary and/or unreasonable, due to the fact that the readings were inaccurate and therefore, the total amount on the Plaintiff's electricity bill was inaccurate; thereby, rendering the rate charged to the Plaintiff different from the rates approved by the Public Service Commission ("PSC"). The inaccurate readings gave rise to an inaccurate total amount on the electricity bill and an inaccurate rate, which led Georgia Power to disconnect Plaintiff's electricity wrongfully and/or illegally violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. In addition, by preventing and refusing Plaintiff to make a payment on her existing Georgia Power account, Georgia Power is also refusing to provide electricity services to Plaintiff and is, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness. Furthermore, by refusing to

reconnect electricity service to Plaintiff's primary home, Georgia Power is also violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness.

Defendant Georgia Power has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by wrongfully and/or illegally disconnecting electricity at Plaintiff's home, thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness.

F. JURISDICTION AND VENUE

The Plaintiff's case falls under the following U.S. Civil Statutes.

- a. State of Georgia Subject 515-3-2 Residential Electric And Gas Utility Service Disconnections
- b. State of Georgia Rule 515-3-2-.02 Limitations on Disconnection,
- c. State of Georgia Rule 515-3-2-.04 Seasonal Restrictions,
- d. State of Georgia Rule 515-3-2-.06 Right of the Customer,
- e. 14th Amendment Section 1,
- f. The Declaration of Independence (US 1776) - Regulation of Business Enterprises: Rates, Charges, and Conditions of Service "Business Affected With a Public Interest",
- g. The Declaration of Independence (US 1776) - Health, Safety, and Morals.

The jurisdiction and venue are appropriate for the reasons listed below and as restated from the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgement.

27. This Court has subject matter jurisdiction over this case because the Plaintiff's claims arise under the laws of the State of Georgia and the United States. It has jurisdiction over the Plaintiff's state law and regulations claims because they are so closely related to the federal claims as to form part of the same case or controversy. The Northern District of Georgia consists of four (4) divisions as outlined and described in 28 U.S.C. § 90. The Atlanta Division comprises the counties of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Henry, Newton, and Rockdale.

28. Pursuant to 28 U.S. Code § 1391, a civil action may be brought in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated. Georgia Power provides electricity service to Plaintiff in Fulton County, Atlanta, GA 30309.

29. Pursuant to 28 U.S. Code § 1391, for purposes of venue in a State, which has more than one judicial district and in which a defendant that is a corporation is subject to personal jurisdiction at the time an action is commenced, such corporation shall be deemed to reside in any district in that State within which its contacts would be sufficient to subject it to personal jurisdiction if that district were a separate State, and, if there is no such district, the corporation shall be deemed to reside in the district within which it has the most significant contacts.

30. Pursuant to 28 U.S. Code § 1343, Civil rights and elective franchise, the Northern District Court of the State of Georgia has authority:

(1) To recover damages for injury to his person or property, or because of the deprivation of any right or privilege of a citizen of the United States, by any act done in furtherance of any conspiracy mentioned in section 1985 of Title 42;

(2) To recover damages from any person who fails to prevent or to aid in preventing any wrongs mentioned in section 1985 of Title 42 which he had knowledge were about to occur and power to prevent;

(3) To redress the deprivation, under color of any State law, statute, ordinance, regulation, custom or usage, of any right, privilege or immunity secured by the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States;

(4) To recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights, including the right to vote;

(5) To exercise such other powers, not contrary to the Constitution, as are or may be given to such courts by law.

31. Venue is proper in this Court because all or a substantial part of the conduct and violations giving rise to the claims in the case occurred in the State of Georgia. See O.C.G.A. § 14-2-510, O.C.G.A. § 9-10-91, O.C.G.A. § 9-10-93, O.C.G.A. § 9-10-31, and O.C.G.A. § 9-10-34.

32. This Court has personal jurisdiction over Defendant Georgia Power because Defendant Georgia Power, through its agents committed the acts that are the subject matter of this lawsuit in the State of Georgia. See O.C.G.A. § 14-2-510, O.C.G.A. § 9-10-91, O.C.G.A. § 9-10-93, O.C.G.A. § 9-10-31, and O.C.G.A. § 9-10-34.

33. This Court has personal jurisdiction over Defendant Georgia Power because Defendant Georgia Power and its agents and employees, have ongoing and systematic contacts with the State of Georgia, maintains headquarter offices in the State of Georgia, and reside in the State of Georgia, and have committed the acts that are the subject matter of this lawsuit in the state of Georgia.

34. Venue is proper in this Court because Defendant Georgia Power is headquartered and its principal place of business is located in Fulton County, Atlanta, Georgia.

35. Venue is proper in this Court because Defendant Georgia Power's conducts substantial business in Fulton County, Atlanta, Georgia.

36. Plaintiff Raissa Djuissi Kengue has standing to bring this Complaint in Court because she will be adversely affected by the actions of the Defendant and will be subject to undue harm if Defendant does not restore electricity at Plaintiff's under Plaintiff's account number 93437-55009. Plaintiff does not want a new number.

37. Accordingly, venue is proper pursuant to 28 U.S.C. § 90, 28 U.S. Code § 1391, 28 U.S. Code § 1343, and Georgia Civil Practice and Corporations, Partnerships, And Associations Code § 15-6-8, O.C.G.A § 14-2-510, O.C.G.A § 9-10-91, O.C.G.A § 9-10-93, O.C.G.A § 9-10-31, O.C.G.A § 9-10-34.

G. IN FORMA PAUPERIS ("IFP")

Objections, Responses, and Arguments to Statement of Analysis 1:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "The affidavit of poverty submitted by Plaintiff indicates that over the past twelve months, Plaintiff, has earned an average monthly income of \$7,500 from her employment and retirement, which amounts to \$90,000 on an annual basis."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are therefore not facts. Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 1 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect the fact that the money was used for safety and security expenses in view of the threats Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The

Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits. The Plaintiff lawsuit against ID.ME, Inc. is documented in case file number 1:22-CV-2237.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Statement of Analysis 2:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Before she left her most recent employment, she was earning \$9,583.00 per month."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are, therefore, not facts.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has filed a complaint with OSHA.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff has utilized all her retirement savings, including her income she earned prior to being constructively discharged, in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were facing. Plaintiff's priorities were and are perfectly aligned to the law

of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence showing that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Statement of Analysis 3:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that Plaintiff "owns a condominium valued at approximately \$500,000, a land lot worth \$55,000, and an abandoned house worth approximately \$200,000."

The facts presented in the Report related to the Plaintiff's financial situation are incomplete. Plaintiff's liabilities on the properties listed, particularly the condominium, the land, and the abandoned house as well as the state of pre-foreclosure on certain of the said properties were not taken into consideration by the Judge of the Magistrate Court. Plaintiff does not have significant equity in the land and the house. Due to the foreclosure process, Plaintiff may not receive any funds from the sale of those properties.

Plaintiff has provided in Exhibit 4 herein evidence showing that the said properties are at risk of foreclosure. The abandoned and inhabitable house worth approximately \$200,000 is

mortgaged with Delta Community Credit Union. The land lot worth approximately \$55,000 is mortgaged with AGSOUTH Farm Credit, ACA. Both properties are under foreclosure notices as shown in Exhibit 4.

Plaintiff's main asset is the condominium with a value of approximately \$500,000, which is Plaintiff's primary residence and is subject to a mortgage that Plaintiff is also unable to pay due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence showing that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Response To Statement of Analysis 4:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Plaintiff's allegations of poverty are not fully supported by the record. With an annual income of approximately \$90,000, Plaintiff is well above the poverty level."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are therefore not facts. Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has filed a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments To Statement of Analysis 5:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Although Plaintiff lists average monthly expenses of \$13,125.00, some of the discretionary amounts for one person seem unnecessarily high, such as \$1,000 for food, \$200 for laundry and dry cleaning, and \$6,000 in monthly credit card installment payments to Bank of America, Citi Bank, and American Express. Although Plaintiff may have limited funds and may have other priorities for those funds, I believe that she is able to pay the required \$402 filing fee and should do so if she wishes to pursue this case. For the reasons stated, I find that Plaintiff has sufficient means to pay the filing fee and incur the costs of these proceedings. Thus, Plaintiff's request to proceed IFP is DENIED."

Plaintiff \$1,000 for food would include all her grocery items, including toilet paper and cleaning products, which is not uncommon in the city where Plaintiff lives.

Plaintiff's expense for laundry and dry-cleaning amounting to approximately \$200 was prior to her constructive discharge on November 18th, 2022 as shown in Exhibit 3. Since then, Plaintiff has focused her efforts into ensuring the security and safety of her family. Plaintiff is now looking for justice for herself and her family.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)",

which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA. Plaintiff has filed a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibit 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits. Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments To Statement of Analysis 6:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction

For Relief, And Declaratory Judgment that "Before she left her most recent employment, she was earning \$9,583.00 per month."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are, therefore, not facts.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff has utilized all her retirement savings, including her income she earned prior to being constructively discharged, in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were facing. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibit 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

On December 6, 2019, the Second Circuit (Calabresi, Pooler, Park) issued a published per curiam decision in *United States v. Kosic (Nunez)*, concerning the defendant-appellant's motion for in forma pauperis ("IFP") status in his direct criminal appeal. The appellant's motion arose from a district court order denying his IFP motion based on a finding that the appeal would be frivolous pursuant to 28 U.S.C. §1915. In its published decision, the Second Circuit granted the motion and held that it is proper to consider only the defendant's financial eligibility—and not the merits—when deciding motions for IFP status and appointment of counsel under the Criminal Justice Act ("CJA") in a direct criminal appeal.

As the Court explained, a litigant seeking IFP status on appeal generally must first seek a ruling in the district court. If the district court denies the motion and finds that an appeal cannot be taken in good faith, then the defendant may seek an IFP determination from the appellate court. When the appellate court reviews such motions, it applies different standards depending on whether the case is civil or criminal. In the civil context, the Court considers the merits of an appeal.

Plaintiff has provided in Exhibit 5 evidence showing her expenses and that she could no longer draw from her credit cards.

Plaintiff has provided herein evidence that her request to proceed in IFP was not frivolous or malicious. Based on the information and documents provided herein, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Plaintiff's Request Related To Her Motion To Proceed in Forma Pauperis

Plaintiff hereby requests that her motion to proceed in IFP be reconsidered by the Court for her case against Georgia Power (1:22-CV-2297) as well as her cases against ID.ME, Inc. (case

file number 1:22-CV-2237), and AGSOUTH FARM CREDIT, ACA (case file number 1:22-CV-2263).

CERTIFICATION

Under Federal Rule of Civil Procedure 11, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

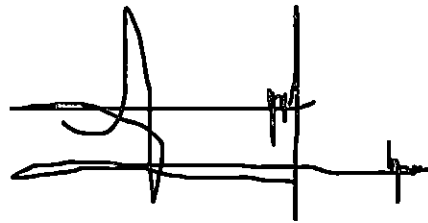
I agree to provide the Clerk's Office with any changes to my address where case related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

CONCLUSION

For the foregoing reasons, the referenced Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment should not be adopted to the extent it recommends that Plaintiff's complaint be dismissed for lack of subject matter jurisdiction.

Dated: June 21, 2022

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Raissa Djuissi Kengne', written over two horizontal lines.

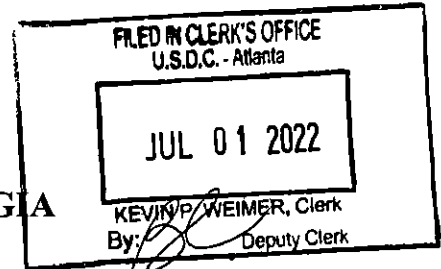
Raissa Djuissi Kengne
Pro Se

Physical Address:
1280 W. Peachtree ST NW. Unit 2109
Atlanta, GA 30309

Telephone: (404) 932-1651
Email: cianeseya2022@gmail.com

Mailing Address:
570 Piedmont Ave. NE #55166
Atlanta, GA 30308

EXHIBIT 9B
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION



	)	Case No. 1:22-CV-2297
	)	
RAISSA DJUISSI KENGNE,	)	
Plaintiff,	)	
	)	
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Defendant.	)	

**PLAINTIFF'S MOTION FOR RECONSIDERATION OF PLAINTIFF'S
MOTION TO PROCEED IN FORMA PAUPERIS**

TO THE HONORABLE JUDGE OF SAID COURT:

Comes Now, PLAINTIFF, RAISSA DJUISSI KENGNE ("Plaintiff") who files this Plaintiff's Motion For Reconsideration of Plaintiff's Motion To Proceed In Forma Pauperis ("IFP"), and moves this Court to reconsider its denying of the Plaintiff's motion to proceed in IFP.

A motion for reconsideration is not a form of relief explicitly recognized by the Federal Rules of Civil Procedure. While not specifically mentioned in the Rules, motions seeking to have the court

reconsider an earlier ruling typically are considered pursuant to Federal Rule of Civil Procedure 59 and/or 60. Plaintiff, therefore, requests that the Court reconsiders Plaintiff's Motion to Proceed in IFP pursuant to Rule 59, 60, and 24 of the Federal Rules of Civil Procedure. The Court, in rendering its order, has overlooked the material facts in the record presented herein.

OBJECTIONS, RESPONSES, AND ARGUMENTS TO IN FORMA PAUPERIS ("IFP")

DECISION

Objections, Responses, and Arguments to Statement of Analysis 1:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "The affidavit of poverty submitted by Plaintiff indicates that over the past twelve months, Plaintiff, has earned an average monthly income of \$7,500 from her employment and retirement, which amounts to \$90,000 on an annual basis."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are therefore not facts. Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 1 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her

qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect the fact that the money was used for safety and security expenses in view of the threats Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits. The Plaintiff lawsuit against ID.ME, Inc. is documented in case file number 1:22-CV-2237.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Statement of Analysis 2:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Before she left her most recent employment, she was earning \$9,583.00 per month."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are, therefore, not facts.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has filed a complaint with OSHA.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff has utilized all her retirement savings, including her income she earned prior to being constructively discharged, in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were facing. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence showing that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Statement of Analysis 3:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that Plaintiff "owns a condominium valued at approximately \$500,000, a land lot worth \$55,000, and an abandoned house worth approximately \$200,000."

The facts presented in the Report related to the Plaintiff's financial situation are incomplete. Plaintiff's liabilities on the properties listed, particularly the condominium, the land, and the abandoned house as well as the state of pre-foreclosure on certain of the said properties were not taken into consideration by the Judge of the Magistrate Court. Plaintiff does not have significant equity in the land and the house. Due to the foreclosure process, Plaintiff may not receive any funds from the sale of those properties.

Plaintiff has provided in Exhibit 4 herein evidence showing that the said properties are at risk of foreclosure. The abandoned and inhabitable house worth approximately \$200,000 is mortgaged with Delta Community Credit Union. The land lot worth approximately \$55,000 is mortgaged with AGSOUTH Farm Credit, ACA. Both properties are under foreclosure notices as shown in Exhibit 4.

Plaintiff's main asset is the condominium with a value of approximately \$500,000, which is Plaintiff's primary residence and is subject to a mortgage that Plaintiff is also unable to pay due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence showing that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments Response To Statement of Analysis 4:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Plaintiff's allegations of poverty are not fully supported by the record. With an annual income of approximately \$90,000, Plaintiff is well above the poverty level."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are therefore not facts. Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has filed a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her

qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibits 2 and 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments To Statement of Analysis 5:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Although Plaintiff lists average monthly expenses of \$13,125.00, some of the discretionary amounts for one person seem unnecessarily high, such as \$1,000 for food, \$200 for laundry and dry cleaning, and \$6,000 in monthly credit card installment payments to Bank of America, Citi Bank, and American Express. Although Plaintiff may have limited funds and may have other priorities for those funds, I believe that she is able to pay the

required \$402 filing fee and should do so if she wishes to pursue this case. For the reasons stated, I find that Plaintiff has sufficient means to pay the filing fee and incur the costs of these proceedings. Thus, Plaintiff's request to proceed IFP is DENIED."

Plaintiff \$1,000 for food would include all her grocery items, including toilet paper and cleaning products, which is not uncommon in the city where Plaintiff lives.

Plaintiff's expense for laundry and dry-cleaning amounting to approximately \$200 was prior to her constructive discharge on November 18th, 2022 as shown in Exhibit 3. Since then, Plaintiff has focused her efforts into ensuring the security and safety of her family. Plaintiff is now looking for justice for herself and her family.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA. Plaintiff has filed a complaint with OSHA.

In addition, Plaintiff has provided in Exhibit 2 herein evidence showing that her home was broken into, she was blacklisted from her industry, and prevented to find a job in line with her qualifications due to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court.

Plaintiff has utilized all her retirement savings in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in

view of the threats. Plaintiff and her family were faced with. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibit 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits. Based on the information provided above, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Objections, Responses, and Arguments To Statement of Analysis 6:

United States Magistrate Judge Catherine M. Salinas asserts in the Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment that "Before she left her most recent employment, she was earning \$9,583.00 per month."

The information and interpretations presented in the Report related to the Plaintiff's financial situation are incomplete and are, therefore, not facts.

Plaintiff did not leave her job; Plaintiff was constructively discharged. The Occupational Safety and Health Administration ("OSHA") defines Constructively Discharged as "quitting when an employer makes working conditions intolerable due to the employees' protected activity)", which Plaintiff performed as a Whistleblower and rendered a service to the community. Plaintiff has opened a complaint with OSHA.

Plaintiff's monthly income over the past seven and a half (7.5) months is \$0.00.

Plaintiff has utilized all her retirement savings, including her income she earned prior to being constructively discharged, in order to pay for the security and safety of her family, which is also related to the subject matter of case number 2022CV365268 filed in Fulton County Superior Court. Therefore, the average monthly income of \$7,500 from Plaintiff's employment and retirement, does not reflect that the money was used for safety and security in view of the threats Plaintiff and her family were facing. Plaintiff's priorities were and are perfectly aligned to the law of God and the thought process of any reasonable person. In view of the subject matter in case number 2022CV365268, Plaintiff's family came first and she spent a considerable amount of money to ensure their security and safety.

Further, Plaintiff has provided in Exhibit 3 herein evidence that she was not able to receive unemployment benefits since her constructive discharge on November 18th, 2022. The Plaintiff's lawsuit against ID.Me, Inc. is to allow Plaintiff to receive her unemployment benefits.

On December 6, 2019, the Second Circuit (Calabresi, Pooler, Park) issued a published per curiam decision in *United States v. Kosic (Nunez)*, concerning the defendant-appellant's motion for in forma pauperis ("IFP") status in his direct criminal appeal. The appellant's motion arose from a district court order denying his IFP motion based on a finding that the appeal would be frivolous pursuant to 28 U.S.C. §1915. In its published decision, the Second Circuit granted the motion and held that it is proper to consider only the defendant's financial eligibility—and not the merits—when deciding motions for IFP status and appointment of counsel under the Criminal Justice Act ("CJA") in a direct criminal appeal.

As the Court explained, a litigant seeking IFP status on appeal generally must first seek a ruling in the district court. If the district court denies the motion and finds that an appeal cannot be taken in good faith, then the defendant may seek an IFP determination from the appellate court.

When the appellate court reviews such motions, it applies different standards depending on whether the case is civil or criminal. In the civil context, the Court considers the merits of an appeal.

Plaintiff has provided in Exhibit 5 evidence showing her expenses and that she could no longer draw from her credit cards.

Plaintiff has provided herein evidence that her request to proceed in IFP was not frivolous or malicious. Based on the information and documents provided herein, Plaintiff is unable to pay the legal filing fees because she does not have any income and is being blacklisted from the industry she works in.

Plaintiff's Request Related To Her Motion To Proceed in Forma Pauperis

Plaintiff hereby requests that her motion to proceed in IFP be reconsidered by the Court for her case against ID.Me, Inc. (1:22-CV-2297) as well as her cases against ID.ME, Inc. (case file number 1:22-CV-2237), and AGSOUTH FARM CREDIT, ACA (case file number 1:22-CV-2263).

Plaintiff's Additional Filing

Plaintiff filed a corresponding Plaintiff's Motion For Reconsideration of Plaintiff's Motion to Proceed in Format Pauperis under case number 1:22-CV-2297 in June 21st, 2022 titled "OBJECTIONS to 4 Report and Recommendation" along with attachments and exhibits that were entered on 06/22/2022.

Plaintiff Rakesh Djalal Kengne		represented by Rakesh Djalal Kengne 570 Piedmont Ave NE 905140 Atlanta, GA 30308 PRD SE	
V. Defendant Georgia Power Company			
Date Filed	#	Docket Text	
06/09/2022	1	APPLICATION for Leave to Proceed in forma pauperis by Rakesh Djalal Kengne. (Attachments: # 1 Complaint, # 2 Notice of Filing, # 3 Civil Cover Sheet)(msb) (Entered: 06/09/2022)	
06/09/2022	1	Submission of 1 APPLICATION for Leave to Proceed in forma pauperis, to Magistrate Judge Catherine M. Salinas. (msb) (Entered: 06/09/2022)	
06/09/2022	2	STANDING ORDER REGARDING CIVIL LITIGATION. Signed by Judge Sarah E. Gandy on 06/09/2022. (sag) (Entered: 06/09/2022)	
06/10/2022		Clerk's Certificate of Mailing as to Rakesh Djalal Kengne re 2 Order. (sag) (Entered: 06/10/2022)	
06/10/2022	3	COMPLAINT filed by Rakesh Djalal Kengne. (Attachments: # 1 Exhibit, # 2 Civil Cover Sheet)(sag) Please visit our website at http://www.gao.uscourts.gov/caseand/or-case-to-obtain-Pretrial-Instructions-and-Pretrial-Associated-Forms-which-includes-the-Consent-To-Process-Before-U.S.-Magistrate-Court . (Entered: 06/10/2022)	
06/10/2022	4	FINAL REPORT AND RECOMMENDATION re 3 Complaint, recommending that Plaintiff's complaint be DISMISSED without prejudice for lack of subject matter jurisdiction, and the case closed. Plaintiff's application to proceed IFP is DENIED. Signed by Magistrate Judge Catherine M. Salinas on 06/10/2022. (sag) (Entered: 06/10/2022)	
06/10/2022	5	ORDER for Service of 4 Final Report and Recommendations. Order ruling on IFP by Magistrate Judge Catherine M. Salinas. Each party may file written objections to the Report & Recommendations within 14 days of service. If no objections are filed, the Report & Recommendations may be adopted as the opinion and order of the District Court. Signed by Magistrate Judge Catherine M. Salinas on 06/10/2022. (sag) (Entered: 06/10/2022)	
06/10/2022		Clerk's Certificate of Mailing as to Rakesh Djalal Kengne re 4 Final Report and Recommendations. 5 Order for Service of Report and Recommendations. (sag) (Entered: 06/10/2022)	
06/21/2022	6	OBJECTIONS re 4 Report and Recommendations filed by Rakesh Djalal Kengne. (Attachments: # 1 Exhibit 1A, # 2 Exhibit IFP Form, # 3 Exhibit 1B Index, # 4 Exhibit 1, # 5 Exhibit 2, # 6 Exhibit 3, # 7 Exhibit 4, # 8 Exhibit 5)(sag) (Entered: 06/22/2022)	
06/22/2022		Submission of 4 Final Report and Recommendations, to District Judge Sarah E. Gandy. (sag) (Entered: 06/22/2022)	

ARGUMENTS AND CITATIONS TO AUTHORITY

The 14th Amendment – Title I

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S COMPLAINT AND REQUEST FOR INJUNCTION (case number 1:22-CV-2237) and the facts as if set forth here in full for all purposes.

The 14th Amendment Section 1 states that "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of **life, liberty, or property, without due process of law**; nor deny to any person within its jurisdiction the equal protection of the laws.

Plaintiff asserts in her Complaint and Request For Injunction that preventing Plaintiff's access to unemployment benefits will cause "irreparable harm" because Plaintiff will not be able to pay for her food, her mortgage, healthcare, and safety.

Plaintiff was constructively discharged from BDO USA, her former employment, because of her status as a whistleblower and the retaliatory practices she faced after notifying her supervisor, the SEC, and the PCAOB of unethical behaviors that are in violation of SEC

regulations and PCAOB standards exhibited by Wesley Freeman, Scott Meier, Peter Poppo, Paul Davidson, Mark Davenport, and Johnson Wong at the following public companies and their affiliates: Interface, Atlanticus, BioHorizons (Henry Schein's subsidiary), Otelco, BlueLinx, NMS SPAR (subsidiary of SPAR).

Since Plaintiff filed a complaint with the SEC and the PCAOB, her home has been broken into. Her phones and computers have been hacked. (Case No. 2022CV365268) Also,

Plaintiff has been unable to access the limited amount of money she had invested on the Gemini platform.

Furthermore, the economy has not yet fully recovered and Plaintiff is dealing with a complex set of issues such as non-existent income due to being blacklisted in the industry as well as ongoing concerns about the pandemic.

Because of the delay and refusal to provide Plaintiff with an ID.Me account, ID.Me has contributed to Plaintiff not being able to receive income from her unemployment and has rendered more difficult the current financial hardship experienced by Plaintiff, including but not limited to the ability to pay for food, mortgage and healthcare.

A loss of housing or medical care and the inability to provide food, shelter and adequate healthcare constitute irreparable harm and are not adequately compensable by an award of damages.

If every person is afforded an opportunity to have food, shelter, and adequate healthcare, it is ensured that his or her rights to pursue happiness, life, and liberty are not violated. By delaying and preventing Plaintiff to have access to her ID.Me account, ID.Me, is wrongfully, illegally, and/or unlawful depriving Plaintiff of food, shelter, and adequate healthcare.

Defendant ID.Me has violated Plaintiff's unalienable rights under the 14th Amendment Title I by delaying and preventing Plaintiff to have access to her ID.Me account; thereby, violating Plaintiff's right to Life, Liberty and the pursuit of Happiness as well as due process.

The 14th Amendment - Public Health, Safety, and Morals

Plaintiff re-alleges and incorporates each and every paragraph of this PLAINTIFF'S COMPLAINT AND REQUEST FOR INJUNCTION (case number 1:22-CV-2237) and the facts as if set forth here in full for all purposes.

The 14th Amendment also applies to Health, Safety, and Morals. The Fourteenth Amendment Rights Guaranteed Privileges And Immunities of Citizenship, Due Process And Equal Protection states that "Even under the narrowest concept of the police power as limited by substantive due process, it was generally conceded that states could exercise the power to protect the public health, safety, and morals.

Plaintiff asserts in her Complaint and Request For Injunction that ID.Me violated Plaintiff's 14th Amendment by delaying and preventing Plaintiff's access to her ID.Me account. Food, shelter, and healthcare are basic human rights. Plaintiff asserts that access to food, shelter, and healthcare are critical component to the prosperity, safety and general well-being of every human being. Without her ID.Me account, Plaintiff is not able to pay for adequate food, healthcare, shelter, and safety.

Defendant ID.Me has violated Plaintiff's unalienable rights under the second paragraph of the American Declaration of Independence by delaying and preventing Plaintiff's access to her ID.Me account, thereby, violating Plaintiff's rights to Life, Liberty and the pursuit of Happiness, to due process, and to Health, Safety, and Morals.

Claim

In evaluating the legal sufficiency of a complaint for purposes of §1915(d), the courts apply the customary standard enunciated in *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-102, 2 L.Ed.2d 80 (1957), that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the Plaintiff can prove no set of facts in support of his or her claim, which would entitle him or her to relief. Plaintiff can prove to facts to support her claims and has provided evidence to support her claims.

Plaintiff's Prayers for Relief to the Court in Plaintiff's Complaint and Request For Injunction include, but is not limited to, a Court's request to "Grant any such additional relief to Plaintiff in law or equity as the Court deems just and proper under the circumstances." Plaintiff's request includes actual and punitive damages.

JURISDICTION AND VENUE

The Plaintiff's case falls under the following U.S. Civil Statutes.

- a. 42 U.S.C. § 1104 Unemployment Trust Fund
- b. 26 U.S.C. 3301 et seq. Federal Unemployment Tax Act
- c. O.C.G.A. § 34-8-45 Supplemental unemployment benefits
- d. 14th Amendment Section 1.

This Court has subject matter jurisdiction over this case because the Plaintiff's claims arise under the laws of the State of Georgia and the United States. It has jurisdiction over the Plaintiff's state law and regulations claims because they are so closely related to the federal claims as to form part of the same case or controversy. The Northern District of Georgia consists of four (4) divisions as outlined and described in 28 U.S.C. § 90. The Atlanta Division comprises the counties of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Henry, Newton, and Rockdale.

Pursuant to 28 U.S. Code § 1391, a civil action may be brought in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated.

Pursuant to 28 U.S. Code § 1391, for purposes of venue in a State, which has more than one judicial district and in which a defendant that is a corporation is subject to personal jurisdiction at the time an action is commenced, such corporation shall be deemed to reside in any district in that State within which its contacts would be sufficient to subject it to personal jurisdiction if that district were a separate State, and, if there is no such district, the corporation shall be deemed to reside in the district within which it has the most significant contacts.

Pursuant to 28 U.S. Code § 1343, Civil rights and elective franchise, the Northern District Court of the State of Georgia has authority:

(1) To recover damages for injury to his person or property, or because of the deprivation of any right or privilege of a citizen of the United States, by any act done in furtherance of any conspiracy mentioned in section 1985 of Title 42;

(2) To recover damages from any person who fails to prevent or to aid in preventing any wrongs mentioned in section 1985 of Title 42 which he had knowledge were about to occur and power to prevent;

(3) To redress the deprivation, under color of any State law, statute, ordinance, regulation, custom or usage, of any right, privilege or immunity secured by the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States;

(4) To recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights, including the right to vote;

(5) To exercise such other powers, not contrary to the Constitution, as are or may be given to such courts by law.

Venue is proper in this Court because all or a substantial part of the conduct and violations giving rise to the claims in the case occurred in the State of Georgia. See O.C.G.A. § 14-2-510, O.C.G.A. § 9-10-91, O.C.G.A. § 9-10-93, O.C.G.A. § 9-10-31, and O.C.G.A. § 9-10-34.

This Court has personal jurisdiction over Defendant ID.ME, Inc. because Defendant ID.Me, Inc, through its agents committed the acts that are the subject matter of this lawsuit in the State of Georgia. See O.C.G.A. § 14-2-510, O.C.G.A. § 9-10-91, O.C.G.A. § 9-10-93, O.C.G.A. § 9-10-31, and O.C.G.A. § 9-10-34.

This Court has personal jurisdiction over Defendant ID.Me, Inc. because Defendant ID.Me, Inc. and its agents and employees, have ongoing and systematic contacts with the State of Georgia, maintains headquarter offices in the State of Georgia, and reside in the State of Georgia, and have committed the acts that are the subject matter of this lawsuit in the state of Georgia.

Venue is proper in this Court because Defendant ID.Me, Inc.'s conducts substantial business in Fulton County, Atlanta, Georgia.

Plaintiff Raissa Djuissi Kengne has standing to bring this Complaint in Court because she will be adversely affected by the actions of the Defendant and will be subject to undue harm if Defendant does not allow Plaintiff to have access to her ID.Me account.

Accordingly, venue is proper pursuant to 28 U.S.C. § 90, 28 U.S. Code § 1391, 28 U.S. Code § 1343, and Georgia Civil Practice and Corporations, Partnerships, And Associations Code § 15-6-8, O.C.G.A. § 14-2-510, O.C.G.A. § 9-10-91, O.C.G.A. § 9-10-93, O.C.G.A. § 9-10-31,

O.C.G.A § 9-10-34.

CERTIFICATION

Under Federal Rule of Civil Procedure 11, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

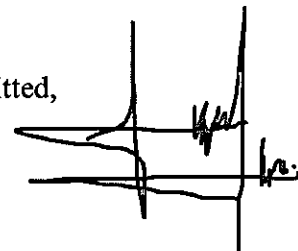
I agree to provide the Clerk's Office with any changes to my address where case related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

CONCLUSION

For the foregoing reasons, the referenced Final Report And Recommendation And Order issued in relation to the Plaintiff's Original Complaint, Injunction For Relief, And Declaratory Judgment should not be adopted to the extent it recommends that Plaintiff's complaint be dismissed for lack of subject matter jurisdiction.

Dated: July 01, 2022

Respectfully submitted,

A handwritten signature in black ink, appearing to be "J. M. Smith", written over a horizontal line.

Physical Address:

1280 W. Peachtree ST NW. Unit 2109
Atlanta, GA 30309

Telephone: (404) 932-1651

Email: cianeseya2022@gmail.com

Raissa Djuissi Kengne

Pro Se

Mailing Address:

570 Piedmont Ave. NE #55166

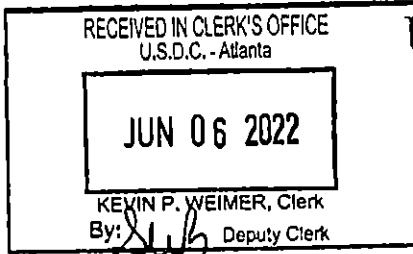
Atlanta, GA 30308

STATE OF GEORGIA

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 10

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction



UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

Atlanta Division

**EXHIBIT 10**

RAISSA DJUISSI KENGNE
570 PIEDMONT AVE NE #55166
ATLANTA, GA 30308

Case No.

1:22-CV-2237

(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

ID.ME, INC.
COGENCY GLOBAL INC.
250 Browns Hill Ct,
Midlothian, VA, 23114 - 9510, USA

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT AND REQUEST FOR INJUNCTION**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	RAISSA DJUISSI KENGNE
Street Address	570 PIEDMONT AVE NE #55166
City and County	ATLANTA, FULTON COUNTY
State and Zip Code	GA 30308
Telephone Number	404-932-1651
E-mail Address	CIANESEYA2022@GMAIL.COM

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Defendant No. 1

Name ID.ME, INC. (Registered Agent: COGENCY GLOBAL INC.)
Job or Title *(if known)*
Street Address 250 Browns Hill Ct.
City and County Midlothian, CHESTERFIELD COUNTY
State and Zip Code VA, 23114 - 9510
Telephone Number
E-mail Address *(if known)*

Defendant No. 2

Name Not Applicable
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 3

Name Not Applicable
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 4

Name Not Applicable
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question ☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

42 U.S.C. § 1104 Unemployment Trust Fund
26 U.S.C. 3301 et seq. Federal Unemployment Tax Act
O.C.G.A. § 34-8-45 Supplemental unemployment benefits

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* RAISSA DJUISSI KENGNE, is a citizen of the
State of *(name)* GEORGIA

b. If the plaintiff is a corporation

The plaintiff, *(name)* Not Applicable, is incorporated
under the laws of the State of *(name)* Not Applicable,
and has its principal place of business in the State of *(name)*
Not Applicable

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* Not Applicable, is a citizen of
the State of *(name)* Not Applicable. Or is a citizen of
(foreign nation) Not Applicable

b. If the defendant is a corporation

The defendant, (name) ID.ME, INC., is incorporated under the laws of the State of (name) VIRGINIA, and has its principal place of business in the State of (name) GEORGIA. Or is incorporated under the laws of (foreign nation) Not Applicable, and has its principal place of business in (name) Not Applicable.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

The amount in the controversy cannot be easily estimated. Defendant refuses to provide access to Plaintiff's account on ID.Me's website in order for Plaintiff to receive unemployment benefits causing Plaintiff to live without income. In addition, Plaintiff is experiencing foreclosure, which can be avoided by ID.ME providing access to Plaintiff's account. Plaintiff is unable to use her unemployment benefits to pay her mortgage.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the injunction or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur?

The events giving rise to Plaintiff's claim occurred in Atlanta, GA - Fulton County.

B. What date and approximate time did the events giving rise to your claim(s) occur?

Plaintiff signed up for an ID.me account on 04/22/2022 at Georgia DOL to receive unemployment benefits. Plaintiff was unable to create an ID.Me account and contacted ID.Me customer support on May 16th, 2022. Plaintiff received an email from ID.Me stating that "A Member Support Representative will be reaching out as soon as possible with assistance. For your records, your ticket number is 10770653." Plaintiff received additional emails from Shamora (Member Support Associate) on May 17th, 2022 and nothing since then despite several emails from Plaintiff. Plaintiff received an email from John (Member Support Associate) on May 27th, 2022 and shortly thereafter, had a video conference call with John to validate Plaintiff's identity. Plaintiff is still not able to access her account on ID.Me in order to receive unemployment benefits.

- C. What are the facts underlying your claim(s)? *(For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)*

Plaintiff signed up for an ID.me account on 04/22/2022 at Georgia DOL to receive unemployment benefits.

Plaintiff was unable to create an ID.Me account and contacted ID.Me customer support on May 16th, 2022. Plaintiff received an email from ID.Me stating that "A Member Support Representative will be reaching out as soon as possible with assistance. For your records, your ticket number is 10770653." Plaintiff received additional emails from Shamora (Member Support Associate) on May 17th, 2022 and nothing since then despite several emails from Plaintiff.

Plaintiff received an email from John (Member Support Associate) on May 27th, 2022 and shortly thereafter, had a video conference call with John to validate Plaintiff's identity.

Plaintiff is still not able to access her account on ID.Me in order to receive unemployment benefits.

IV. Irreparable Injury

Explain why monetary damages at a later time would not adequately compensate you for the injuries you sustained, are sustaining, or will sustain as a result of the events described above, or why such compensation could not be measured.

Preventing Plaintiff's access to unemployment benefits will cause "irreparable harm" because Plaintiff will not be able to pay for housing or food. In addition, Plaintiff left BDO USA, her former employment, because of retaliation after notifying her supervisor, the SEC, and the PCAOB of unethical behaviors that are in violation of SEC regulations and PCAOB standards exhibited by Wesley Freeman, Scott Meier, Peter Poppo, Paul Davidson, Mark Davenport, and Johnson Wong at the following public companies and their affiliates: Interface, Atlanticus, BioHorizons (Henry Schein's subsidiary), Otelco, BlueLinx, NMS SPAR (subsidiary of SPAR). Since Plaintiff filed a complaint with the SEC and the PCAOB, her home has been broken into. Her phones and computers have been hacked. (Case No. 2022CV365268) Also, Plaintiff has been unable to access the limited amount of money she had invested on the Gemini platform. Furthermore, the economy has not yet fully recovered and Plaintiff is dealing with a complex set of issues such as non-existent income due to being blacklisted in the industry and ongoing concerns about the pandemic.

A loss of housing or medical care and the inability to provide food, shelter and adequate childcare for a family constitute irreparable harm pending resolution of this cause of action and are not adequately compensable by an award of damages.

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

WHEREFORE, Plaintiff respectfully requests this Court that Defendant be cited to appear and answer herein; that, on final hearing, the Court enters judgment against Defendant in Plaintiff's favor and grants relief to Plaintiff against the Defendant as follows:

1. Declare that the Defendant violated the law as set forth above;
2. Order Defendant, ID.Me, Inc, to give Plaintiff access to her account in order for Plaintiff to claim her unemployment benefits as stipulated under 2 U.S.C. § 1104 Unemployment Trust Fund, 26 U.S.C. 3301 et seq. Federal Unemployment Tax Act, and O.C.G.A. § 34-8-45 Supplemental unemployment benefits;
3. Award the Plaintiff reasonable attorneys' fees and costs and/or pro se fees and costs for her investigation and prosecution of this action; and
4. Grant any such additional relief to Plaintiff in law or equity as the Court deems just and proper under the circumstances.

VI. Certification and Closing

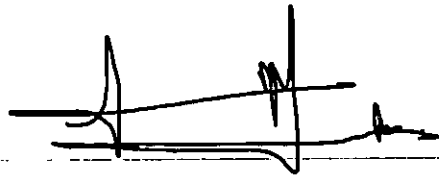
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 06/03/2022

Signature of Plaintiff



Printed Name of Plaintiff RAISSA DJUISSI KENGNE

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

**IN THE COURT OF APPEALS
STATE OF GEORGIA**

	)	Case No. 1:22-CV-2297
	)	(Related Case No.
RAISSA DJUISSI KENGNE,	)	1:22-CV-2297-SEG)
Applicant,	)	(Related Case No.
	)	1:22-CV-2263)
v.	)	
ID.ME, INC.	)	
COGENCY GLOBAL INC.	)	
250 BROWNS HILL CT,	)	
MIDLOTHIAN, VA, 23114 - 9510, USA	)	
	)	
Respondent.	)	

EXHIBIT 11

STATE OF GEORGIA

AFFIDAVIT

RAISSA DJUISSI KENGNE,
Applicant,

v.

ID.ME, INC.

COGENCY GLOBAL INC.

250 BROWNS HILL CT,

MIDLOTHIAN, VA, 23114 - 9510, USA

Respondent.

) Case No. 1:22-CV-2237

) (Related Case No.

) 1:22-CV-2297-SEG)

) (Related Case No.

) 1:22-CV-2263)

)

)

)

)

)

)

Before me, the undersigned authority personally appeared, Raissa Djuissi Kengne, who being by me first duly sworn on her oath, deposed as follows:

I am RAISSA DJUISSI KENGNE, the Plaintiff and Appellant in the above and foregoing 1) PLAINTIFF RAISSA DJUISSI KENGNE'S APPLICATION FOR APPELLATE REVIEW, 2) PLAINTIFF'S MOTION FOR RECONSIDERATION OF PLAINTIFF'S MOTION TO PROCEED IN FORMA PAUPERIS, and 3) PLAINTIFF'S COMPLAINT AND REQUEST FOR INJUNCTION. All statements of fact therein are within my personal knowledge and are true and correct. It is my assertion that I am entitled to redress for the issues noted in the above filed documents.

Date: July 5th, 2022

Signature:



Name: Raissa Djuissi Kengne

Address 1: 570 PIEDMONT AVE NE #55166

Address 2: ATLANTA, GA 30308

Telephone: 404-932-1651

Sworn to and subscribed before me, this 5th day of July, 2022.

Jocelyn Algarin Notary Public SEAL

Signature

