



**COMPLAINT  
CIVIL LAW**



U.S. District Court  
Southern District of New York  
500 Pearl St  
New York

## COMPLAINT

**Plaintiff:** Ing. Dipl.-Ing. (FH) Elhar Muminović  
Kokoschkastrasse 10  
A-4020 Linz  
Mail: [elhar.muminovic@eclipso.at](mailto:elhar.muminovic@eclipso.at)  
Phone: +43 676 94 335 77

**represented by:** himself according to (cf. Chapter IV)!

**Defendant:** Facebook  
1 Hacker Way  
Menlo Park  
California 94025  
United States

**represented by:** *"self or not known"*!

**because of:** Zu Unjust punishment without law or right by the defendant.

**Amount in dispute:** **\$ 77 760 000 000 000 000 000 000,- s.A.** (see ChapterV)

**Anlangen:** 1.

**Pages:** 16.

**Count:** 1x.

**Gleichschrift:** according to the applicable legal system.

**Fee:** according to applicable law.

**How:** by mail: [Temporary\\_Pro\\_Se\\_Filing@nysd.uscourts.gov](mailto:Temporary_Pro_Se_Filing@nysd.uscourts.gov).

## TABLE OF CONTENTS

I. OBJECT .....	5
1. Lawsuit .....	5
1.1. Subject-matter arguments .....	5
II. COMPETENCE .....	5
2. Lawsuit .....	5
2.1. Justifications of jurisdiction .....	5
III. ADMISSIBILITY .....	5
3. Lawsuit .....	5
3.1. General .....	5
3.2. Admissibility justifications .....	6
IV. REPRESENTATION .....	6
4. Lawsuit .....	6
4.1. General .....	6
4.2. Justification for representation .....	6
4.2.1. Disregard of the express and unambiguous legal situation in the applicable legal system, in particular human rights .....	6
V. MATTER IN CONTROVERSY .....	11
5. Lawsuit .....	11
5.1. General .....	11
VI. FEE .....	11
6. Complaint .....	11
6.1. General .....	11
VII. CIRCUMSTANCE .....	12
7. Lawsuit .....	12
7.1. General .....	12
VIII. JUSTIFICATION .....	12

8. Lawsuit .....	12
8.1. Reasons.....	12
8.1.1. First reason: disregard of the basis no penalty and no claim without an (explicit) right. ....	12
8.1.2. Second reasoning: disregard for a proper, truthful and lawful process. .	12
8.1.3. Third reason: disregard for the disclosure of all evidence. ....	12
8.1.4. Fourth reasoning: breach of good faith. ....	13
8.2. Summarized.....	15
IX. REQUESTS.....	15
9. To the court. ....	15
X. GROUNDS .....	16
10. Numbering.....	16
10.1. Appendix A0.....	16

## I. OBJECT

### 1. Lawsuit.

#### 1.1. Subject-matter arguments.

- 1) The subject matter is the unjust punishment without law by the defendant, in particular that without an express law a penalty was imposed on me, where this is alien to any legal system!

In addition, not all evidence has been disclosed so that a statement can be taken on it before a penalty is imposed, all this even without a fair trial!

Specifically, this time again an unjust punishment was imposed based on a condition and no law, including without a fair trial, where this time it lasts three days!

## II. COMPETENCE

### 2. Lawsuit.

#### 2.1. Justifications of jurisdiction.

- 2) Jurisdiction exists in the United States District Court in New York, where in the event of lack of jurisdiction, the independent court has to investigate the jurisdiction.

## III. ADMISSIBILITY

### 3. Lawsuit.

#### 3.1. General.

- 3) The lawsuit is admissible by e-mail on the basis of the website content.<sup>1</sup>

---

<sup>1</sup> [Homepage | U District Court \(uscourts.gov\)](https://www.uscourts.gov/), accessed on 25.08.2022 at 01:34.

3.2. Admissibility justifications.

- 4) VIII can rightly be prevented from winning in the form of reasons set out below (see Chapter VIII).

## IV. REPRESENTATION

### 4. Lawsuit.

4.1. General.

- 5) In the following, it is expressly and clearly stated from the applicable legal system that the obligation to have a lawyer or the obligation to have a lawyer falls under abuse of rights and slavery!

As a result, it is necessary to refrain from doing so during all procedures!

4.2. Justification for representation.

4.2.1. Disregard of the express and unambiguous legal situation in the applicable legal system, in particular human rights.

- 6) Currently, there is a continuing problem worldwide with regard to the obligation to have a lawyer, where this explicitly falls under abuse of rights and slavery due to human rights:

- a) This falls under abuse of rights because any superordinate law in the applicable legal system defines the obligation or duty of a lawyer as a clear abuse of rights:

According to the principles and rules in the applicable legal system, nothing may be attached to a law or law (cf. "*Contra facta, lex non valent argumenta*").

On the basis of this, the following is expressly derived solely from the content of the respective human rights levels in the applicable legal system, where a counter-derivation is only permitted with the content:

- i. Abuse of rights through the obligation of a lawyer or a lawyer according to the Universal Declaration of Human Rights (AEM).

According to the supreme legal force in the step-by-step structure of the legal system, without the divine law, specifically according to Art. 55 lit c) UN Charter, the AEM of the United Nations is legally binding.

The supreme legal force is expressly established by the fact that the UN Charter does not include any consideration for all other rights, ECHR, GRC, ICCPR, etc.

For the rights, ECHR, GRC, ICCPR, it is very well defined that consideration should be given to the UN Charter, as well as international law.

To this end, these must not run counter to the UN Charter.

Under international law, the pact ICCPR, ICESCR, ... Understood, specifically everything that has been created by the United Nations.

Article 21 of the AEM expressly states *that "Everyone has the right to participate in the conduct of the public affairs of his country, directly or through freely elected representatives."*

In connection with Art. 2 and 30 AEM with regard to Art. 21 AEM, the abuse of rights exists due to the obligation or obligation of a lawyer, otherwise the option of choice will be abolished.

- ii. Abuse of rights due to the obligation of a lawyer or -obligation under the Covenant on Political and Civil Rights (ICCPR)...

According to Art. 14 § 3 lit d) ICCPR, the minimum basic guarantee for the defendants according to the prohibition of discrimination (see Art. 26 ICCPR) is to be granted to all.

This minimum guarantee of fundamental rights was emphasised in Article 14 § 3 lit d) ICCPR for the defendants only because it is out of dispute and express.

Failure to grant such equality constitutes an abuse of rights under Article 5 of the ICCPR.

- iii. Abuse of rights by compulsory legal obligation or lawyer obligation according to European Human Rights Convention (ECHR).

According to Art. 6 § 3 lit c) ECHR, the minimum basic guarantee for the accused is to be granted to everyone in accordance with the prohibition of discrimination (cf. Art. 14, 12 ZP ECHR).

That minimum guarantee of fundamental rights was emphasised in Article 6(3)(c) of the ECHR for the defendants only because it is out of dispute and express.

Failure to grant such equality constitutes an abuse of rights under Article 17 of the ECHR.

iv. Abuse of rights due to the obligation of a lawyer or the obligation to be a lawyer according to the Charter of Fundamental Rights (GRC).

According to ECJ, C-106/77, Simmenthal, any national law must be disapplied for the individual EU states, that the guarantee of fundamental rights in Art. 47 sec. 2 sentence 2 GRC is granted by the wording "MAY".

The second sentence of Article 47(2) of the GRC was defined in the light of Article 6 of the ECHR.

With this definition of Art. 47 GRC on the basis of Art. 6 ECHR, our legal opinion regarding abuse of rights through the obligation or duty of a lawyer in the ICCPR, in the ECHR, is expressly confirmed!

Thus, all rights under Art. 53 GRC are in accordance with the fact that any obligation or duty of a lawyer is an abuse of rights.

The wording "MAY" in Art. 47 sec. 2 sentence 2 GRC is confirmed and protected by Art. 54 GRC, where the "MUST" was wrongly introduced by a lawyer's obligation or obligation.

Thus, all secondary rights, because only in these a lawyer obligation or an obligation to lawyer have been introduced, are to be qualified as abusive and declared null and void!

In C-52/15 P, the ECJ has adopted a malicious court order in which the wording "MAY" be replaced by "[...]" has been bridged so that a lawyer's obligation or obligation can exist due to alleged legality.



In particular, the link between the second sentence of Article 47(2) of the GRC was maliciously omitted by the wording 'MAY' and Article 54 of the GRC, even though the principle of *'iura novit curia'* exists.

- b) This falls under slavery because any overriding law in the current legal system defines the obligation to have a lawyer as clear slavery:

According to the principles and rules in the applicable legal system, nothing may be attached to a law or law (cf. "*Contra facta, lex non valent argumenta*").

For slavery, all meanings in the dictionary apply exactly, because everything is in accordance with the obligation or duty of a lawyer, which is additionally confirmed by logic and the general human experience.<sup>2</sup>

On the basis of this, the following is expressly derived solely from the content of the respective human rights levels in the applicable legal system, where a counter-derivation is only permitted with the content:

- i. Slavery by compulsory legal obligation or legal obligation according to the Universal Declaration of Human Rights (AEM).

According to the supreme legal force in the step-by-step structure of the legal system, without the divine law, specifically according to Art. 55 lit c) UN Charter, the AEM of the United Nations is legally binding.

The supreme legal force is expressly established by the fact that the UN Charter does not include any consideration for all other rights, ECHR, GRC, ICCPR, etc.

For the rights, ECHR, GRC, ICCPR, it is very well defined that consideration should be given to the UN Charter, as well as international law.

To this end, these must not run counter to the UN Charter.

Under international law, the pact ICCPR, ICESCR, ... Understood, specifically everything that has been created by the United Nations.

---

<sup>2</sup> [Duden | Slavery | Spelling, meaning, definition, origin](#), Accessed, on 02.06.2022, at 00:41.

Art. 4 AEM expressly declares any prohibition of slavery and serfdom in all its forms, whereby the obligation to have a lawyer or the obligation to be a lawyer is also out of dispute.

Thus, according to Art. 30 AEM, any slavery is an abuse of rights, in particular in the context of the obligation or duty of a lawyer, as expressly explained above by the abuse of rights.

ii. Slavery by compulsory legal obligation under the Covenant on Political and Civil Rights (ICCPR)...

Art. 8 ICCPR expressly declares any prohibition of slavery and serfdom in all its forms, whereby the obligation to have a lawyer or the obligation to be a lawyer is also excluded from dispute.

Thus, according to Art. 5 ICCPR, any slavery is an abuse of rights, in particular in the context of the obligation or duty of a lawyer, as expressly explained above by the abuse of rights.

iii. Slavery by compulsory legal obligation or legal obligation according to the European Human Rights Convention (ECHR).

Article 4 of the ECHR expressly declares any prohibition of slavery and serfdom in all its forms, whereby the obligation to have a lawyer or the obligation to be a lawyer is also excluded from dispute.

Thus, according to Article 17 of the ECHR, any slavery is an abuse of rights, in particular in the context of the obligation or duty of a lawyer, as expressly stated above by the abuse of rights.

iv. Slavery by compulsory lawyer or lawyer's duty according to the Charter of Fundamental Rights (GRC).

Art. 5 GRC expressly declares any prohibition of slavery and serfdom in all its forms, whereby the obligation to have a lawyer or the obligation to be a lawyer is also excluded from dispute.

Thus, according to Art. 54 GRC, any slavery is an abuse of rights, in particular in the context of the obligation or duty of a lawyer, as expressly explained above by the abuse of rights.

With this constant slavery, in particular in the context of the abuse of rights through the obligation of a lawyer or the duty of a lawyer, numerous omissions of the hearings or the hearing are taken away from me.

## V. MATTER IN CONTROVERSY

### 5. Lawsuit.

#### 5.1. General.

- 7) The realistic value in dispute was determined by an easy-to-understand calculation formula, where anything is impossible, because this alone confirms logic and injustice through enrichment:

Replacement = period (start and end of the infringement; Unit seconds) \* Amount of remuneration (mean; Unit in <sup>3</sup>dollars) \* Infringements (= number of rights infringed in the entire applicable legal system; Due to factor unitless) = 30.08.2022 to 31.08.2022 (= 172 800 000 000 000 000 000 fs) \* \$ 50,- \* 9 (=ECHR; ICCPR; UN) = **\$ 77 760 000 000 000 000 000 000, - s.A.**

Property rights, such as Article 7 of the ECHR, etc., must not deny and diminish this replacement, because only with an express law, where the wording reflects this, is such a possibility.

## VI. FEE

### 6. Complaint.

#### 6.1. General.

- 8) The independent court must deduct the court fee from the specified account, where this is announced in an external letter, because this applies exclusively to the court!

---

<sup>3</sup> The average value is the highest European pay slip (\$ 50,-).

## VII. CIRCUMSTANCE

### 7. Lawsuit.

#### 7.1. General.

- 9) The facts are therefore that a penalty for comments was imposed, although no fair trial was conducted, in particular that everything was disclosed for an opinion or an appeal!

## VIII. JUSTIFICATION

### 8. Lawsuit.

#### 8.1. Reasons.

##### 8.1.1. First reason: disregard of the basis no penalty and no claim without an (explicit) right.

10) In all the defendant's arguments, nothing can be inferred that a right has ever been put forward, which is why the subsequent penalty would be justified.

11) By doing so, the defendant is clearly violating global fundamental, human and international law, such as Article 7 of the ECHR.

##### 8.1.2. Second reasoning: disregard for a proper, truthful and lawful process.

12) Until the unjust punishment by the defendant no orderly, truthful and lawful trial was conducted, although up to a penalty such is to be granted.

13) By doing so, the defendant is clearly violating global fundamental, human and international law, such as Article 6 of the ECHR.

##### 8.1.3. Third reason: disregard for the disclosure of all evidence.

14) The opponent not only did not present any (explicit) rights until the penalty, because the necessary process did not pay for it, but also failed to disclose all evidence for comment.

This violates the following, where this is essentially the same for all global fundamental, human and international laws:

*"The person concerned must be able to effectively defend his rights (VfSlg. 10.291), the accused must not be forced to provide evidence against himself, he has the right to remain silent (ECtHR of 25.2.1993 in the case of Funke v. France, of 8.2.1996 in the case of Murray v. England; of 17.12.1996 in the case of Saunders v. England).*

*All evidence must be disclosed (ECtHR of 16.12.1992 in the case of Edwards – ÖJZ 1993, 391), the parties must be able to comment on the taking of evidence on disputed facts (ECtHR of 19.12.1991 in the Kamasinski case – ÖJZ 1990, 412), the parties' submissions must be carefully examined (ECtHR of 19.4.1993 in Kraska – ÖJZ 1993, 818).*

*The principle of "equality of arms" must be observed (ECtHR of 23.6.1993 in the case of Ruiz-Mateos – ÖJZ 1994, 105; of 22.2.1996 in the case of Bulut – ÖJZ 1996, 430; of 23.10.1996 in the case of Ankerl – ÖJZ 1997, 475; VfSlg. 13.702 and 15.840)"<sup>4</sup>*

#### 8.1.4. Fourth reasoning: breach of good faith.

15) Fair to this fact was the following decreed by the Federal Court of Justice of the Federal Republic of Germany, where this must also apply mutatis mutandis to this process:

*"The Third Civil Senate of the Federal Court of Justice partially annulled the appeal judgments and - in proceedings III ZR 192/20, rejecting the remainder of the appeal - ordered the defendant to release the plaintiffs' contributions deleted by it. In addition, in proceedings III ZR 179/20, he ordered the defendant to refrain from re-blocking the plaintiff from posting her contribution or from deleting the contribution.*

*The defendant was not entitled to delete the plaintiffs' contributions and block their user accounts on the basis of its terms of use and community standards. It is true that the defendant's amended terms of use, as amended on 19 April 2018, were effectively incorporated into the contractual relationship of the parties by clicking on the defendant's notification of the intended change, which had been received by them in the form of a pop-up window, by clicking on the*

---

<sup>4</sup> [European Human Rights ECHR ECtHR Constitutional Court VwGH ECJ GRC Charter](#), Accessed on 23.08.2022 at 00:24.

*corresponding button marked "I agree". However, the reservations granted in the amended terms of use of the defendant regarding the removal of user contributions and the blocking of user accounts are ineffective in accordance with § 307 para. 1 sentence 1 BGB, because the users of the network are unreasonably disadvantaged contrary to the requirements of good faith.*

*When examining whether a clause is inappropriate within the meaning of § 307 sec. 1 sentence 1 BGB, a comprehensive assessment and weighing of the mutual interests is required. In the present case, the conflicting fundamental rights of the parties - on the part of the users the freedom of expression under Art. 5 sec. 1 sentence 1 GG, on the part of the defendants above all the freedom to exercise their profession under Art. 12 sec. 1 sentence 1 GG - must be recorded and balanced according to the principle of practical concordance in such a way that they become as effective as possible for all parties involved. This balancing shows that the defendant is in principle entitled to prescribe compliance with certain communication standards for the users of its network that go beyond the criminal law requirements (e.g. insult, defamation or incitement to hatred). It reserves the right to remove contributions and block the relevant user account in the event of a violation of the communication standards. However, in order to balance the conflicting fundamental rights in line with the interests and thus to safeguard adequacy within the meaning of § 307 sec. 1 sentence 1 BGB, it is necessary that the defendant undertakes in its terms and conditions to inform the user concerned about the removal of a contribution at least retrospectively and about an intended blocking of his user account in advance, to inform him of the reason for this and to grant him an opportunity for counter-expression, which is followed by a new decision.*

*These requirements are not met by the removal and blocking reservations in the defendant's terms and conditions. The defendant was therefore not entitled to delete the plaintiffs' contributions and to block their user accounts. It must restore the contributions and must refrain from blocking the user accounts and deleting the contributions when they are reposted. However, the plaintiff's*

*corresponding application for an injunction failed in proceedings III ZR 192/20 due to the special features of the course of the proceedings there."*<sup>5</sup>

16) Accordingly, the content applies to my facts, in particular this paragraph also to this process:

*'However, in order to balance the conflicting fundamental rights in a fair manner and thus to safeguard adequacy in the sense of good faith or immorality, it is necessary that the defendant undertakes in its terms and conditions to inform the user concerned about the removal of a contribution or a penalty. to inform him at least retrospectively and in advance about an intended blocking of his user account, to inform him of the reason for this and to grant him an opportunity for counter-expression, which is followed by a new decision. "*

I have never been granted such a thing, which obviously violates any applicable legal system!

## 8.2. Summarized.

17) Elegantly summarized, it follows that the penalty by the defendant violates everything fundamental, as well as that the applicable legal system has NEVER been complied with.

## **IX. REQUESTS**

### **9. To the court.**

18) It shall carry out the following requests:

- To declare the action admissible and well-founded on the basis of its content, including the specification of the transfer of the amount in dispute to the specified account (cf. VI)!
- To grant me the hearing!

---

<sup>5</sup> [The Federal Court of Justice - Press: Press releases - Federal Court of Justice on claims against the provider of a social network who deleted posts and blocked accounts under the accusation of "hate speech"](#), Accessed, on 26.06.2022 at 23:11.

- To grant any reimbursement of expenses, as well as to order the defendant to pay all costs!

## X. GROUNDS

### 10. Numbering.

#### 10.1. Appendix A0.

19) Evidence to the defendant.

Yours faithfully

Linz, 07. September 2022

Dipl.-Ing. (FH) Elhar Muminović

