

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA****CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

**Plaintiff(s):**

First Listed Plaintiff:  
William Todd Overcash ;  
**County of Residence:** Marion County

**Defendant(s):**

First Listed Defendant:  
Mark D Shelnett ;  
**County of Residence:** Marion County

**Additional Defendants(s):**

Mark D Shelnett, PA ;  
Rebecaa A Guthrie ;  
Sharon Koerner ;  
Lori A Foultz ;  
Kenneth Robert Paton ;  
Mike Carroll ;  
Shiela McGuigan ;  
Ryan Johnson ;  
Jesus Morales ;  
Kimberly's Center for Child Protection ;  
Dawn Westgate ;  
Howard Rogers ;  
Victoria Smith ;  
Chris Blair ;  
Joe Wright ;  
Robert Steven Rath ;  
Jason Clark ;  
Victor Musleh ;  
Daniel B Merritt, Sr ;  
Don F Briggs ;  
David B Eddy ;  
S Sue Robbins ;  
Carven D Angel ;  
Barbara Gurrola ;  
T Michael Johnson ;  
Anthony M Tatti ;

**County Where Claim For Relief Arose:** Martin County**Plaintiff's Attorney(s):**

Henry George Ferro (William Overcash)  
Ferro & Gourley  
105 N Magnolia Ave Suite 700  
Ocala, Florida 34475  
**Phone:** 352-369-8889

**Defendant's Attorney(s):**

**Fax:**  
**Email:**

**Basis of Jurisdiction:** 3. Federal Question (U.S. not a party)

**Citizenship of Principal Parties (Diversity Cases Only)**

**Plaintiff:** N/A  
**Defendant:** N/A

**Origin:** 1. Original Proceeding

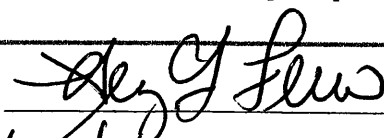
**Nature of Suit:** 440 All Other Civil Rights

**Cause of Action:** First Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983 Against Judge Defendants; Second Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2) Against Judge Defendants; Third Cause of Action for Declaratory and Other Relief 28 U.S.C. § 2201-2202 Against Judge Defendants; Fourth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983 Against Various Defendants; Fifth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2) Against Various Defendants; Sixth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983 Against Various Defendants; Seventh Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2) Against Various Defendants; Eighth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983 Against Various Defendants; Ninth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2) Against Various Defendants; Tenth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983 Against Various Defendants; Eleventh Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2) Against Various Defendants; Twelfth Cause of Action for Intentional Infliction of Emotional Distress Against All Defendants – Supplemental Jurisdiction 28 U.S.C. § 1367(a); and Thirteenth Cause of Action for Negligent Infliction of Emotional Distress Against All Defendants – Supplemental Jurisdiction 28 U.S.C. § 1367(a).

**Requested in Complaint**

**Class Action:** Not filed as a Class Action  
**Monetary Demand (in Thousands):**  
**Jury Demand:** Yes  
**Related Cases:** Is NOT a refiling of a previously dismissed action

**Signature:** \_\_\_\_\_



**Date:** 10/28/2015

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

# CIVIL COVER SHEET

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## I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
*(EXCEPT IN U.S. PLAINTIFF CASES)*

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

## DEFENDANTS

County of Residence of First Listed Defendant \_\_\_\_\_  
*(IN U.S. PLAINTIFF CASES ONLY)*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

## II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- |  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>          |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i> |

## III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <i>(Excludes Veterans)</i> <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN *(Place an "X" in One Box Only)*

- |   |   |  |   |   |   |
|---|---|--|---|---|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District <i>(specify)</i> | <input type="checkbox"/> 6 Multidistrict Litigation |
|---|---|--|---|---|---|

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
 Brief description of cause: SEE ATTACHED  
VIOLATION OF CIVIL RIGHTS, 1983 + 1985

## VII. REQUESTED IN COMPLAINT:

- |   |                 |  |
|---|-----------------|--|
| <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. | DEMAND \$ _____ | CHECK YES only if demanded in complaint:<br>JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|-----------------|--|

## VIII. RELATED CASE(S) IF ANY

*(See instructions):* JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 10-28-2015

SIGNATURE OF ATTORNEY OF RECORD

*(Handwritten Signature)*

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

First Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983  
Against Judge Defendants;  
Second Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2)  
Against Judge Defendants;  
Third Cause of Action for Declaratory and Other Relief 28 U.S.C. § 2201-2202  
Against Judge Defendants;  
Fourth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Fifth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2)  
Against Various Defendants;  
Sixth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Seventh Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2)  
Against Various Defendants;  
Eighth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Ninth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2)  
Against Various Defendants;  
Tenth Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Eleventh Cause of Action for Violation of Civil Rights, 42 U.S.C. Section 1985 (2)  
Against Various Defendants;  
Twelfth Cause of Action for Intentional Infliction of Emotional Distress Against  
All Defendants – Supplemental Jurisdiction 28 U.S.C. § 1367(a); and Thirteenth  
Cause of Action for Negligent Infliction of Emotional Distress Against All  
Defendants – Supplemental Jurisdiction 28 U.S.C. § 1367(a).

2015 OCT 23 AM 11:21

FEDERAL DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA, FLORIDA

Henry G. Ferro, Esq., FBN 367648  
Ferro & Gourley, P.A.  
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Attorneys for William Todd Overcash

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

William Todd Overcash, an individual,  
Plaintiff,

vs.

Mark D. Shelnutt, an individual;  
Mark D. Shelnutt, P.A., Rebecca A.  
Guthrie, an individual, Sharon Koerner,  
an individual, Lori A. Foultz, an  
individual, Kenneth Robert Paton, an  
individual, Mike Carroll, an individual,  
Shelia McGuigan, an individual, Ryan  
Johnson, an individual, Jesus Morales,  
an individual, Kimberly's Center for  
Child Protection, a Florida not for profit  
corporation, Dawn Westgate, an  
individual, Howard Rogers, an  
individual, Victoria Smith, an  
individual, Chris Blair, an individual,  
Joe Wright, an individual, Robert  
Steven Rath, an individual, Jason Clark,  
an individual, Victor Musleh, an  
individual, Daniel B. Merritt, Sr., an  
individual, Don F. Briggs, an  
individual, David B. Eddy, an  
individual, S. Sue Robbins, an  
individual, Carven D. Angel, an  
individual, Barbara Gurrola, an

Case No.: 5:15-cv-555-oc-419RL

Verified Complaint for:  
First Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1983  
Against Judge Defendants;  
Second Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1985  
(2) Against Judge Defendants;  
Third Cause of Action for Declaratory  
and Other Relief 28 U.S.C. § 2201-2202  
Against Judge Defendants;  
Fourth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Fifth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1985  
(2) Against Various Defendants;  
Sixth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Seventh Cause of Action for Violation  
of Civil Rights, 42 U.S.C. Section 1985  
(2) Against Various Defendants;  
Eighth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Ninth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1985  
(2) Against Various Defendants;  
Tenth Cause of Action for Violation of  
Civil Rights, 42 U.S.C. Section 1983  
Against Various Defendants;  
Eleventh Cause of Action for Violation  
of Civil Rights, 42 U.S.C. Section 1985  
(2) Against Various Defendants;

1 individual, T. Michael Johnson, an  
2 individual, Anthony M. Tatti, an  
3 individual, and Does 1-10  
4 Defendants

) Twelfth Cause of Action for Intentional  
) Infliction of Emotional Distress Against  
) All Defendants – Supplemental  
) Jurisdiction 28 U.S.C. § 1367(a); and  
) Thirteenth Cause of Action for  
) Negligent Infliction of Emotional  
) Distress Against All Defendants –  
) Supplemental Jurisdiction 28 U.S.C. §  
) 1367(a).  
) Jury Trial Demanded

8 Comes now William Todd Overcash, an individual alleges as follows:

9 **Summary of Case**

10 This is a case in which the judges of the Circuit Court Fifth Judicial Circuit  
11 of the State of Florida in and for Marion County perverted and obstructed the  
12 administration of justice by manipulating the succession of judges in family law  
13 cases through assigning judges who were not in the rotation of family law judges  
14 as required by Florida Law and Administrative Orders. The result was thirteen  
15 years of extended litigation over a three year marriage and still continuing.

17 **I. Parties.**

18 **A. Plaintiff.**

19 1. Plaintiff Dr. William Todd Overcash, M.D. (Overcash) at all times  
20 herein relevant was a practicing general, bariatric and vascular surgeon until 2010  
21 at which time he became disabled. Overcash was married to Lori Foulz from  
22 November 28, 1998 until August 10, 2005 in the case of Overcash v. Overcash,  
23 Case No. 2002-DR- 4655 in the Circuit Court of the Fifth Judicial District in and  
24 for the County of Marion (*Overcash v. Overcash*). A Final Judgment was entered  
25 February 16, 2007. The marriage produced one child, Natasha Eliana Overcash  
26 (Natasha) born May 5, 2001. At all times herein relevant, Overcash lived and  
27 conducted business in the Middle District of Florida, Ocala Division.

28 **B. Defendants.**

1           2.     Defendant Mark D. Shelnut (Shelnutt), an individual, at all times  
2 herein relevant was a practicing attorney representing Lori Foulz in the dissolution  
3 and child custody proceedings from September, 13, 2005 through the present.

4           3.     At all times herein relevant, Shelnut sought attorney's fees from  
5 Overcash pursuant to Florida Statutes, Title VI Civil Practice and Procedure,  
6 Chapter 61 Dissolution of Marriage, Support Time Sharing, Section 61.16  
7 Attorney's fees, suit money and costs and contempt for Overcash's failure to pay  
8 attorney's fees. Shelnut and Foulz deliberately concealed from the court the fact  
9 that Foulz received \$541,499.49 from Overcash overpaying Foulz's \$245,000.00  
10 equitable distribution of the marital home by the February 12, 2007 the date of the  
11 Marital Settlement Agreement with \$296,299.49 cash being paid from Overcash to  
12 Foulz in excess.

13           4.     Such concealment prevented the court from assessing attorneys' fees  
14 under Section 61.16 pursuant to the criteria of the statute. Based upon the false  
15 award of attorney's fees, Shelnut and Foulz then made false claims for contempt  
16 against Overcash for failure to pay attorney's fees.

17           5.     At all times herein relevant, Shelnut lived and conducted business in  
18 the Middle District of Florida, Ocala Division.

19           6.     Defendant Mark D. Shelnut, P.A., (Shelnutt P.A.) at all times herein  
20 relevant was a profession association representing Lori Foulz in the dissolution  
21 and child custody proceedings from September 13, 2005 through the present. At all  
22 times herein relevant, Shelnut lived and conducted business in the Middle District  
23 of Florida, Ocala Division.

24           7.     Defendant Rebecca A. Guthrie (Guthrie), an individual, at all times  
25 herein relevant was a practicing attorney in the offices of Shelnut P.A.  
26 representing Lori Foulz in the dissolution and child custody proceedings from  
27  
28



1 September, 13, 2005 through the present. At all times herein relevant, Guthrie  
2 lived and conducted business in the Middle District of Florida, Ocala Division.

3 8. Defendant Sharon Koerner (Koerner), an individual, at all times  
4 herein relevant was a paralegal in the offices of Shelnett P.A. representing Lori  
5 Foultz in the dissolution and child custody proceedings from September, 13, 2005  
6 through the present. At all times herein relevant, Guthrie lived and conducted  
7 business in the Middle District of Florida, Ocala Division.

8 9. Defendant Lori A. Foultz (Foultz), an individual, at all times herein  
9 relevant was married to Overcash from November 28, 1998 until August 24, 2005.  
10 The marriage produced one child, Natasha born May 5, 2001. At all times herein  
11 relevant, Foultz lived and conducted business in the Middle District of Florida,  
12 Ocala Division.

13 10. Defendant Kenneth Robert Paton (Paton), an individual, at all times  
14 herein relevant was married to Foultz from June 24, 2012 through the present. At  
15 all times herein relevant, Paton lived and conducted business in the Middle District  
16 of Florida, Ocala Division.

17 11. Defendant Mike Carroll (Carroll), an individual, at all times herein  
18 relevant was the Director of the Department of Children and Family Services  
19 (DCF) which through its representative Jesus Morales, as Petitioner, filed the case  
20 *In the Interest of: Overcash, Natasha, Minor Child*, in the Circuit Court of the Fifth  
21 Judicial Circuit in and for Marion County, Florida, Juvenile Division Case No. 42-  
22 2013-DP 00019.

23 12. DCF obtained a temporary Shelter Order on January 24, 2013 entered  
24 by Judge S. Sue Robinson who had previously conflicted herself out of the  
25 *Overcash v. Overcash* case.

26 13. Robins found probable cause “as to both of you [parents]” based upon  
27 “the bitterness and acrimony that exists between these parents is so pervasive that  
28

1 it is hurting your child” while only finding “continuation of the child with the  
2 father is contrary to the child’s welfare” [Reporters Transcript (RT), dated January  
3 24, 2013, p. 33, ln. 7- p. 34, ln. 1].

4 14. DCF concealed from the from the court the bias of DCF against  
5 Overcash by not disclosing to the court: (1) a previous 2006 complaint and  
6 investigation by DCS showing physical abuse of Natasha by Foultz and her then  
7 boyfriend with DCS taking no action for a Shelter Order other than Foultz and the  
8 boyfriend agreeing to sign a “safety plan” in which they agree to stop physically  
9 abusing Natasha thereby leaving Natasha unprotected in the home of the “abusers”;  
10 and (2) that DCF knew the alleged DCF findings of “mental injury” based upon a  
11 January 10, 2013 interview with Natasha by Victoria Smith, a January 19, 2013,  
12 CPT interview with Natasha and a January 23, 2013 interview with Natasha could  
13 not be substantiated as shown by the January 24, 2013 testimony by Jesus Morales:  
14 (1) that Natasha “has changed her story on several occasions” and “has told  
15 untruths” [RT, p. 24, ln. 8-18]; (2) no evidence of physical abuse by Overcash and  
16 Morales cannot confirm that Natasha was telling the truth [RT, p. 25, ln. 4-23] as  
17 no evidence existed to support Natasha’s statements; (3) Morales did not deny that  
18 “Kids never just say things to please their parents?” [RT, p. 26, ln. 8-10]; and (4)  
19 Overcash was cooperative with CPI and the sole basis for CPI to conclude  
20 Overcash was “not cooperative” was that Overcash told Morales at an office visit  
21 that it was CPI’s job to protect the child to which Morales agreed and did not  
22 consider that statement outlandish [RT, p. 31, ln. 9 –p. 32, ln. 25].

24 15. A search of case records shows that there has never been a Shelter  
25 Order imposed based upon “mental injury”.

26 16. Defendant Shelia McGuigan (McGuigan), an individual, at all times  
27 herein relevant was the attorney for the State of Florida Department of Children  
28

1 and Families, a State of Florida agency. At all times herein relevant, McGuigan  
2 conducted business in the Middle District of Florida, Ocala Division.

3 17. Defendant Ryan Johnson (Johnson), an individual, at all times  
4 relevant herein was the attorney for the State of Florida Department of Children  
5 and Families, a State of Florida agency. At all times herein relevant, Johnson  
6 conducted business in the Middle District of Florida, Ocala Division.

7 18. Defendant Jesus Morales (Morales), an individual, at all times herein  
8 relevant was a Child Protection Investigator for the Child Protection Team,  
9 Children's Medical Services of the Marion County Child Protection Team Funded  
10 by the State of Florida Department of Health.

11 19. On January 10, 2013, Morales received the Case Summary in the case  
12 of *Overcash v. Overcash* on Natasha Eliana Overcash prepared by Victoria Smith  
13 and "Reviewed by" Dawn Westgate of Kimberly's Center for Child Protection  
14 requested by the Child Protection Team, Children's Medical Services of the  
15 Marion County Child Protection Team Funded by the State of Florida Department  
16 of Health.

17 20. At all times herein relevant, Morales conducted business in the  
18 Middle District of Florida, Ocala Division.

19 21. Defendant Kimberly's Center for Child Protection (Kimberly's  
20 Center), a Florida not for profit corporation, interviewed Natasha during the case  
21 of *Overcash v. Overcash* on various occasions, including but not limited to 2006  
22 by Hannah Glover and January 10, 2013 by Victoria Smith performed at the  
23 request of the Child Protection Team, Children's Medical Services of the Marion  
24 County Child Protection Team.

25 24. At all times herein relevant, Kimberly's Center's principal place of  
26 business was in Ocala, Florida and it conducted business in the Middle District of  
27 Florida, Ocala Division.  
28

1           25. Defendant Dawn Westgate, MNM (Westgate), an individual, at all  
2 times herein relevant was the Executive Director of Kimberly's Center, held  
3 oversight responsibility for all actions of the personnel at Kimberly's Center and  
4 reviewed and "signed off" as "CPT Senior Case Coordinator" on interview reports  
5 including but not limited to those of Victoria Smith who interviewed Natasha on  
6 January 10, 2013.

7           26. Westgate did not maintain an active license in the State of Florida.  
8 The Medical Quality Assurance Board of Florida Certification Board does not  
9 show any certification for Westgate. At all times herein relevant, Westgate  
10 conducted business in the Middle District of Florida, Ocala Division.

11           27. Defendant Howard Rogers, M.D., MPH, (Rogers), an individual, at all  
12 times herein relevant was the supervising doctor at Kimberly's Center with direct  
13 responsibility for the care of patients Natasha and Overcash and responsibility for  
14 overseeing and supervising the interviews of patients, including but not limited to  
15 interviews by Victoria Smith who interviewed Natasha on January 10, 2013. At all  
16 times herein relevant, Rogers conducted business in the Middle District of Florida,  
17 Ocala Division.

18           28. Defendant Victoria Smith (Smith), an individual, at all times herein  
19 relevant was an unlicensed Senior Case Coordinator for Kimberly's Center who  
20 interviewed Natasha during the *Overcash v. Overcash* case at the request of the  
21 Marion County Child Protection Team Funded by the State of Florida Department  
22 of Health on January 10, 2013.

23           29. Such interview was "Reviewed by: Dawn Westgate, CPT Team  
24 Coordinator", signed and released to Jesus Morales Child Protective Investigator of  
25 the Child Protection Team, Children's Medical Services of the Marion County  
26 Child Protection Team January 10, 2013.  
27  
28

1           30.    The Florida Certification Board does not show any certification for  
2 Victoria Smith. The Medical Quality Assurance Board of Florida Certification  
3 Board does not show any certification for Smith. At all times herein relevant,  
4 Smith conducted business in the Middle District of Florida, Ocala Division.

5           31.    Defendant Marion County Sheriff Chris Blair (Blair), head of an  
6 agency of Marion County at all times relevant herein through the Marion County  
7 Sheriff's Office: (1) informed Overcash that it had a bodily writ to take Overash  
8 into custody on contempt charges which he knew or should have known were false  
9 immediately before July 15, 2013 hearing on Foultz's motion for direct and  
10 indirect contempt of court for failure to pay attorney's fees; (2) used unnecessary  
11 and undue force on Overcash causing physical damage to Overcash's shoulder  
12 during an arrest on false charges of child support for which the warrant was thrown  
13 out at the arraignment as no such charges existed; and (3) engaged in a traffic stop  
14 on Overcash knowing that there were no outstanding warrants or charges against  
15 him and stated to Overcash that he was now glad that Overcash's daughter was  
16 protected from him, among other things.

17           34.    At all times herein relevant, Blair and the Marion County Sheriff's  
18 Office's principal place of business was in Ocala, Florida and conducted business  
19 in the Middle District of Florida, Ocala Division.

20           35.    Defendant Joe Wright (Wright), an individual, at all times herein  
21 relevant was the Deputy Sheriff of the Marion County Sheriff's Office who  
22 informed Overcash he had a bodily writ to take Overash into custody on contempt  
23 charges which he knew or should have known were false immediately before July  
24 15, 2013 hearing on Foultz's motion for direct and indirect contempt of court for  
25 failure to pay attorney's fees amongst other things. At all times herein relevant,  
26 Wright conducted business in the Middle District of Florida, Ocala Division.  
27  
28

1           36. Defendant Robert Steven Rath (Rath), an individual, at all times  
2 relevant herein was the Deputy Sheriff of the Marion County Sheriff's Office who  
3 on May 7, 2013 stopped Overcash knowing that there were no outstanding  
4 warrants or charges against him and stated to Overcash that he was now glad that  
5 Overcash's daughter was protected from him. At all times herein relevant, Rath  
6 conducted business in the Middle District of Florida, Ocala Division.

7           37. Defendant Jason Clark (Clark), an individual, at all times relevant  
8 herein was the Deputy Sheriff of the Marion County Sheriff's Office who on  
9 November 22, 2013 used unnecessary and undue force on Overcash causing  
10 physical damage to Overcash's shoulder during an arrest on false charges of child  
11 support for which the warrant was thrown out at the arraignment as no such  
12 charges existed. At all times herein relevant, Clark conducted business in the  
13 Middle District of Florida, Ocala Division.

14           38. Defendant Judge Victor Musleh (Musleh), an individual, at all times  
15 herein relevant was the Chief Judge of the Fifth Judicial Circuit Court of the State  
16 of Florida and was responsible for the succession of judges in the family court of  
17 the Fifth Judicial Circuit Court of Florida for the County of Marion from 2004  
18 when he succeeded Judge Swigert until his retirement in 2006. At all times herein  
19 relevant, Musleh conducted business in the Middle District of Florida, Ocala  
20 Division.  
21

22           39. Defendant Judge Daniel B. Merritt, Sr. (Merritt), an individual, at all  
23 times herein relevant was the Chief Judge of the Fifth Judicial Circuit Court of the  
24 State of Florida and was responsible for the succession of judges in the family  
25 court of the Fifth Judicial Circuit Court of Florida for the County of Marion from  
26 2006 when he succeeded Musleh until his retirement in 2012. At all times herein  
27 relevant, Merritt conducted business in the Middle District of Florida, Ocala  
28 Division.

1           40. Defendant Judge Don F. Briggs (Briggs), an individual, at all times  
2 herein relevant was the Chief Judge of the Fifth Judicial Circuit Court of the State  
3 of Florida from 2012 when he succeeded Merritt and was responsible for the  
4 succession of judges in the family court of the Fifth Judicial Circuit Court of  
5 Florida for the County of Marion through the present. At all times herein relevant,  
6 Briggs conducted business in the Middle District of Florida, Ocala Division.

7           41. Defendant Judge David B. Eddy (Eddy), an individual, at all times  
8 herein relevant was the Administrative Judge of the Fifth Judicial Circuit Court of  
9 the State of Florida in and for Marion County and was responsible for the  
10 succession of judges in the family court of the Fifth Judicial Circuit Court of  
11 Florida for the County of Marion through the present. At all times herein relevant,  
12 Eddy conducted business in the Middle District of Florida, Ocala Division.

13           42. Defendant Judge S. Sue Robbins (Robbins), an individual, at all times  
14 herein relevant was the Family Law Administrative Judge of the Fifth Judicial  
15 Circuit Court of the State of Florida in and for Marion County and was responsible  
16 for the succession of judges in the family law division of the Fifth Judicial Circuit  
17 Court of Florida in and for the County of Marion through the present.

18           43. Robbins was appointed the judge in the *Overcash v. Overcash* case in  
19 2002, left the case in September, 2003, recused herself based upon conflict in 2012  
20 and then despite such conflict ruled to impose a temporary Shelter Order in the  
21 dependency case on January 24, 2013. At all times herein relevant, Robbins  
22 conducted business in the Middle District of Florida, Ocala Division.

23           44. Defendant Judge Carven D. Angel (Angel), an individual, at all times  
24 herein relevant was a Family Law Division Judge of the Fifth Judicial Circuit  
25 Court of the State of Florida in and for Marion County. Angel was assigned to the  
26 *Overcash v. Overcash* case on January 2, 2004 by either Musleh or Eddy.  
27  
28

1           45. Angel recused himself in or about July 25, 2005 after a motion to  
2 recuse was filed by Shelnutt. At all times herein relevant, Angel conducted  
3 business in the Middle District of Florida, Ocala Division.

4           46. Defendant Judge Barbara Gurrola, Senior Judge (Gurrola), an  
5 individual, at all times herein relevant was a Senior Judge appointed by the Chief  
6 Justice of the Supreme Court of Florida to serve as senior judge on a statewide  
7 basis.

8           47. Gurrola was assigned to the *Overcash v. Overcash* case on July 20,  
9 2012 by Merritt upon the disqualification of Judge Swigert. The assignment  
10 violated Florida Rules of Judicial Administration, Rules 2.205 (a) 4 Assignments  
11 of Judges and Justices and 2.215 (b) Chief Judge (4) as the assignment was not  
12 designated as temporary and was not based on the necessity for the prompt  
13 dispatch of business of the court and no request was made to the Chief Justice of  
14 the Supreme Court for the assignment of a judge outside the circuit was made for  
15 the speedy, efficient and proper administration of justice. As shown by an e mail  
16 dated October 3, 2012 from Rosemary Spivey to Grace Fagan, Eddy contacted  
17 Gurrola and obtained her consent prior to sending the *Overcash v. Overcash* case  
18 to Merritt for reassignment, thereby violating Merritt's option of choice under the  
19 rule.  
20

21           48. Shelnutt's attorney's fees time sheet for September 18, 2012 shows a  
22 blocked out telephone conference with a name matching that of "Judge Gurrola"  
23 for .40 hours charging \$120.00 as part of a unit. This was a violation of Florida  
24 Code of Judicial Conduct, Cannon 3B (7) (*In re Turner*, 421 So. 2d 1077 (Fla.  
25 1982) (judge had ex parte conference with party's attorney).

26           49. On October 17, 2012, Gurrola denied Overcash's Motion to Recuse  
27 based upon prejudice as legally insufficient under Florida Rules of Judicial  
28 Administration, Rule 2.330.



1           50. On January 17, 2013, Overcash filed and served another motion to  
2 recuse Gurrola, based upon prejudice. Pursuant to Florida Statutes, Title V Judicial  
3 Branch, Chapter 38 Judges General, Section 38.10 Disqualification of judge for  
4 prejudice; application; affidavits; etc., Gurrola was precluded from proceeding  
5 further in the case and another judge was required to be designated under the laws  
6 for replacing disqualified judges. Additionally, Gurrola did not rule (including  
7 striking for legal insufficiency) within thirty (30) days of filing and serving the  
8 motion to recuse and was deemed disqualified under Florida Rules of Judicial  
9 Administration, Rule No. 2.330 (j).

10           51. Gurrola and Merritt violated Section 38.10 as Gurrola unlawfully  
11 remained on the case and no new judge was appointed.

12           52. On February 10, 2014, Gurrola denied Overcash's motion to recuse  
13 /disqualify filed January 31, 2014 on the grounds that it was insufficient and  
14 untimely citing Florida Rules of Judicial Administration, Rule 2.330 (e). Such Rule  
15 states in relevant part:  
16

17           “(e) Time. A motion to disqualify shall be filed within a reasonable time not  
18 to exceed 10 days after discovery of the facts constituting the grounds for the  
19 motion and shall be promptly presented to the court for an immediate ruling.  
20 Any motion for disqualification made during a hearing or trial must be based  
21 on facts discovered during the hearing or trial and may be stated on the  
22 record, provided that it is also promptly reduced to writing in compliance  
23 with subdivision (c) and promptly filed. A motion made during hearing or  
24 trial shall be ruled on immediately.”

25           53. On April 2, 2014, Gurrola admitted accepting a bracelet from  
26 Natasha, a litigant in the *Overcash v. Overcash* case at an April 2, 2014 hearing,  
27 Reporter's Transcript dated April 2, 2014, page 16, ln. 4-5:

28           “The Court: Oh, I did love her little bracelet she sent me.”

1           54. Gurolla did not state when she received the bracelet. Such acceptance  
2 of the gift violated Code of Judicial Conduct Canon 5D (5). The gift was only  
3 returned on July 11, 2014, after Overcash filed a complaint with the Judicial  
4 Qualifications Commission on April 17, 2014.

5           55. On April 16, 2014, Gurrola “strikes” Overcash’s Notification to the  
6 Court and Motion to Recuse Judge Gurrola and the Maron County Judicial District  
7 filed April 15, 2014 for failure to contain a certificate of service.

8           56. On May 8, 2014, Gurolla denied Overcash’s Motion to Recuse Judge  
9 Gurrola and the Maron County 5<sup>th</sup> Judicial District filed May 1, 2014 and  
10 Amended Motion to Recuse Judge Gurrola with Supplementary Addendum of  
11 Filing Case law Documents Showing Supporting Grounds for Recusal filed May 7,  
12 2014, on the grounds that such were legally insufficient and untimely citing Florida  
13 Rules of Judicial Administration, Rule 2.330 (e)

14           57. On May 7, 2014, Gurrola denied Overcash’s Motion to recuse  
15 alleging amongst other things: Gurrola’s admission at a hearing dated April 2,  
16 2014, of accepting a gift and a letter at a party attended by Foulz and Shelnutt’s  
17 wife from Natasha, a litigant in the case of Overcash v. Overcash.

18           58. On August 29, 2014, Gurrola denied both Overcash’s “First” Verified  
19 Motion for Disqualification of Judge Barbara Gurrola filed August 26, 2104 and  
20 “Second” Verified Motion for Disqualification of Judge Barbara Gurrola filed  
21 August 26, 2104 on the grounds that each were untimely and legally insufficient  
22 citing Florida Rules of Judicial Administration, Rules 2.330 (e), 2.330 (f) and  
23 2.330 (g). This was the first time Gurrola cited Rule 2.330 (g) and referencing the  
24 disqualification of Judge Swigert in Overcash v. Overcash, 91 So.3d 254 June 29,  
25 2012. Gurrola had previously cited the disqualification when ruling that a guardian  
26 ad litem’s appointment was void due to the court not having jurisdiction because of  
27 the disqualification.  
28

1           59. Rule 2.330 (g) precludes removing a succeeding judge after the  
2 disqualification of a preceding judge as follows:

3           “(g) Determination—Successive Motions. If a judge has been previously  
4 disqualified on motion for alleged prejudice or partiality under subdivision  
5 (d)(1), a successor judge shall not be disqualified based on a successive  
6 motion by the same party unless the successor judge rules that he or she is in  
7 fact not fair or impartial in the case. Such a successor judge may rule on the  
8 truth of the facts alleged in support of the motion.”

9           60. Gurrola was reversed by the Fifth District Court of Appeal when she  
10 failed to make financial inquiries and findings of fact establishing Overcash’s  
11 present ability to make ordered payments. *Overcash v. Overcash*, 135 So.3d 575  
12 (Fla. 5<sup>TH</sup> DCA 2014).

13           61. On October 14, 2014, Gurolla recused herself on her own motion. On  
14 July 15, 2015, Gurolla was assigned to preside in Citrus County over the  
15 foreclosure docket by Briggs.

16           62. At all times herein relevant, Gurrola conducted business in the Middle  
17 District of Florida, Ocala Division.

18           63. Defendant Judge T. Michael Johnson (Johnson), an individual, at all  
19 times herein relevant was a Senior Judge. Johnson was assigned to the *Overcash v.*  
20 *Overcash* case on October 28, 2014 by Briggs.

21           64. The assignment violated the procedural requirement in the Fifth  
22 Judicial Circuit Administrative Order No. 2001-3 as it occurred without first  
23 sending the case to the existing judges in the court. The assignment violated  
24 Florida Rules of Judicial Administration, Rules 2.205 (a) 4 Assignments of Judges  
25 and Justices and 2.215 (b) Chief Judge (4) as the assignment was not designated as  
26  
27  
28

1 temporary and was not based on the necessity for the prompt dispatch of business  
2 of the court and no request was made to the Chief Justice of the Supreme Court for  
3 the assignment of a judge outside the circuit was made for the speedy, efficient and  
4 proper administration of justice.

5  
6 65. Johnson recused himself on January 22, 2015 in response to an oral  
7 motion for recusal from Overcash's attorney. At all times herein relevant, Johnson  
8 conducted business in the Middle District of Florida, Ocala Division.

9  
10 66. Defendant Judge Anthony M. Tatti (Tatti), an individual, at all times  
11 herein relevant was a Circuit Court Judge. Tatti was assigned to the case of  
12 Overcash v. Overcash on February 10, 2015 by Eddy and is presently the judge in  
13 the case. At all times herein relevant, Tatti conducted business in the Middle  
14 District of Florida, Ocala Division.

15 67. Defendants Does 1-10, and each of them, are sued as fictitious names  
16 as Overcash is presently unaware of their true names and will amend the complaint  
17 upon becoming aware of their true names.

18 **II. Co Conspirators.**

19  
20 68. Co Conspirator Judge William T. Swigert (Swigert) deceased April  
21 26, 2014, at all times herein relevant was the Chief Judge of the Fifth Judicial  
22 Circuit Court of the State of Florida and was responsible for the succession of  
23 judges in the family court of the Fifth Judicial Circuit Court of Florida for the  
24 County of Marion from 1992 until 2004.

25  
26 69. Swigert retired in 2004 and became a Senior Judge, serving on a  
27 circuit wide basis, sharing an office with his successor Musleh. Swigert was  
28 assigned to the Overcash v. Overcash case by Musleh on July 25, 2005 filed

1 August 2, 2005. The assignment violated the procedural requirement in the Fifth  
2 Judicial Circuit Administrative Order No. 2001-3 as it occurred without first  
3 sending the case to the existing judges in the court. The assignment violated  
4 Florida Rules of Judicial Administration, Rules 2.205 (a) 4 Assignments of Judges  
5 and Justices and 2.215 (b) Chief Judge (4) as the assignment was not designated as  
6 temporary and was not based on the necessity for the prompt dispatch of business  
7 of the court and no request was made to the Chief Justice of the Supreme Court for  
8 the assignment of a judge outside the circuit was made for the speedy, efficient and  
9 proper administration of justice.

10  
11 70. Swigert was immediately removed from the case pursuant to Florida  
12 Statutes, Title V Judicial Branch, Chapter 38 Judges General, Section 38.10  
13 Disqualification of judge for prejudice; application; affidavits; etc. when a motion  
14 to recuse was filed based upon prejudice. Swigert was disqualified from the case  
15 after he failed to respond to the motion to recuse filed by Overcash's attorney  
16 within thirty (30) days. Swigert ultimately responded more than forty five days  
17 later.

18  
19 71. Florida Rules of Judicial Administration, Rule 2.330 (j) deemed  
20 Swigert disqualified when he failed to answer the motion to recuse thirty (30) days  
21 after being served. After Swigert refused to leave the case, Overcash filed a  
22 Petition for Writ of Prohibition in the District Court of Appeal, Fifth Circuit.  
23 Pursuant to Florida Statutes, Title V Judicial Branch, Chapter 38 Judges General,  
24 Section 38.09 Designation of judge to hear cause when order of disqualification  
25 entered.  
26  
27  
28

1 72. Swigert was required to file a disqualification upon service of the  
2 petition. Swigert did not do so, violating Section 38.09 and making orders in the  
3 *Overcash v. Overcash* case when he was not the judge.

4 73. On July 20, 2012 the District Court of Appeal ruled on the Petition for  
5 Writ of Prohibition holding that Swigert was disqualified as of August 19, 2011,  
6 the date of service of the motion to recuse. (*Overcash v. Overcash*, 91 So.3d 254  
7 June 29, 2012).

8 74. The District Court of Appeal granted the writ of prohibition  
9 approximately ten (10) months after the petition was filed and four months beyond  
10 the 180 day time standard set forth in Florida Rules of Judicial Administration,  
11 Rule 2.250 (a) (2).

12 75. Orders made by Swigert appointing Kelley Thompson as Guardian ad  
13 Litem on February 10, 2012, after the motion to recuse was filed were held to be  
14 void by Gurrola on the ground that the court [Swigert] did not have jurisdiction.

15 76. At all times herein relevant, Swigert conducted business in the Middle  
16 District of Florida, Ocala Division.

17  
18  
19  
20  
21 **III. Jurisdiction.**

22 77. Jurisdiction exists: (1) under 28 U.S.C. § 1331 and 28 U.S.C. §  
23 1343(a)(3) for all claims alleged pursuant to 42 U.S.C. § 1983; (2) under 28 U.S.C.  
24 § 1343(a)(1) and (2) for all claims alleged under 42 U.S.C. § 1985 (2); (3) under 28  
25 U.S.C. §§ 2201-2202 for Declaratory Relief; and (4) under 28 U.S.C. § 1367(a) for  
26 all claims alleged under Supplemental Jurisdiction.

27 **IV. Venue.**  
28

1           78.    Venue exists under 28 U.S.C. § 1391 as at all times relevant herein,  
2 Overcash lived and conducted business in the Middle District of Florida, Ocala  
3 Division.

4           79.    Venue exists under 28 U.S.C. § 1391 as at all times relevant herein,  
5 Defendants lived and/or maintained offices and/or conducted business in the  
6 Middle District of Florida, Ocala Division.

7           80.    Venue exists under 28 U.S.C. § 1391 as transactions relevant to  
8 parties occurred in the Middle District of Florida, Ocala Division.

9 **V.    Standing.**

10          81.    Standing exists in that Overcash was directly injured from the actions  
11 of Defendants:

12           (1)    Overcash was directly financially injured by involuntarily being  
13 subjected to Defendant judges selected to preside over the litigation of *Overcash v.*  
14 *Overcash* through an administrative process of perverting and obstructing the  
15 administration of justice by selecting judges in violation of Florida Supreme Court  
16 Orders requiring successive judges in family law cases to be assigned from the  
17 Family Law Division of the Circuit Court of the Fifth Judicial Circuit in and for  
18 Marion County;

19           (2)    Overcash was directly financially injured by Musleh allowing Swigert  
20 to remain on the *Overcash v. Overcash* case after the filing of Overcash's motion  
21 to recuse resulting in a Court of Appeal decision disqualifying Swigert;

22           (3)    Overcash was directly financially injured by Gurrola remaining on the  
23 *Overcash v. Overcash* case after the September 18, 2012 ex parte contact with  
24 Shellnut and the ex parte receipt of the bracelet from Natasha admitted by Gurrola  
25 on April 2, 2014 and Merritt not removing Gurrola;

26           (4)    Overcash was directly financially, physically and mentally injured by  
27 the actions engaged in by Shellnut, Shellnut, P.A., Guthrie, Koerner, Foulz,  
28 Gurrola, Blair, Wright, Clark, and others who knew or should have known that no

1 attorney's fees were owed requiring Overcash to submit to fraudulent hearings,  
2 arrests and incarceration due to petitions for attorney's fees, orders requiring the  
3 payment of attorney's fees, motions for contempt for non-payment of attorney's  
4 fees, contempt orders for non-payment of attorney's fees, motions for attorney's  
5 fees to bring contempt proceedings for non-payment of attorney's fees, arrest  
6 warrants and contempt incarceration for non-payment of attorney's fees;

7 (5) Overcash was directly financially, physically and mentally injured by  
8 the actions engaged by Shellnut, Shellnut, P.A., Guthrie, Koerner, Foulz, Gurrola,  
9 Blair, Wright, Clark, and others who knew or should have known that no equitable  
10 distribution monies were owed requiring Overcash to submit to fraudulent  
11 hearings, arrests and incarceration due to petitions for payment of equitable  
12 distribution monies, orders requiring the payment of equitable distribution monies,  
13 motions for contempt for non-payment of equitable distribution monies, contempt  
14 orders for non-payment of equitable distribution monies, motions for attorney's  
15 fees to bring contempt proceedings for non-payment of equitable distribution  
16 monies, arrest warrants and contempt incarceration for non-payment of equitable  
17 distribution;

18 (6) Overcash was directly physically and mentally injured by being  
19 physically attacked with undue and unnecessary force by Clark in an arrest based  
20 upon an order of incarceration which the charges were dismissed at arraignment.

21 (7) Overcash was directly physically and mentally injured by statements  
22 of Wright that he may be incarcerated on contempt charges which Wright knew or  
23 should have known were false immediately prior to the July 15, 2013 hearing on  
24 Foulz's motion for attorney's fees;

25 (8) Overcash was directly financially, physically and mentally injured by  
26 the actions of DCF, Carroll, McGuigan, Johnson, Morales, Kimberly's Center,  
27 Rogers, Westgate and Smith concealing from the court the bias of DCF against  
28 Overcash and relevant facts resulting in a petition for a temporary Shelter Order



1 granted by Robbins in the dependency case who knew she did not have jurisdiction  
2 as she was previously conflicted in the *Overcash v. Overcash* case;

3 (9) Overcash was directly financially, physically and mentally injured by  
4 the actions of Shellnut, Shellnut P.A., Guthrie, Koerner, Foulz, Paton, Gurrola and  
5 others who engaged in a conspiracy, joint action and concert of action through  
6 fraud, duress, violations of statutes, treaties and constitutional rights and perversion  
7 and obstruction of the administration of justice to remove Overcash's parental  
8 rights and adopt Natasha;

9 (10) Overcash was directly financially, physically and mentally injured by  
10 Gurolla's violation of due process by ordering Overcash's loss of parental rights to  
11 his daughter Natasha without notice and other statutory protections; and

12 (11) Overcash was directly financially injured by Gurolla's in court  
13 statement on February 27, 2013 to pay court ordered fees before paying other bills  
14 in the *Overcash v. Overcash* case, which Gurolla later stated that she did not make  
15 such statement, amongst other things.

16 82. Overcash suffers imminent injury of: (1) his right to a fair judicial  
17 system; (2) the loss of his residence due to the continued refusal of Foltz to  
18 transmit the title; and (3) further financial, physical and mental injury due to the  
19 continued actions of Defendants unless declaratory relief is entered with injunctive  
20 action to restrain the Defendants from continuing in their actions.

21 **VI. Allegations Common to All Causes of Action.**

22 **A. The State Court Judges Perverted and Obstructed the Due**  
23 **Administration of Law Violating Overcash's Rights to Due Process**  
24 **and Equal Protection.**

25 **1. Applicable Florida Laws, Rules and Administrative Orders**

26 83. The Supreme Court of Florida endorsed the implementation of a  
27 unified family division consistent with the "Coordinated Management" model in  
28

1 the circuit court of Florida in *re: Report of the Family Court Steering Committee*,  
2 794 So.2d 518 (Fla. 2001). Such case held at 794 So.2d at 531 in relevant part:

3 *“Recommendation # 5—Administrative Structure*

4 # 5(a) Local Rule. **The Florida Supreme Court should require each**  
5 **circuit to implement a unified family division consistent with this model**  
6 **by a new local rule or administrative order approved by the Florida**  
7 **Supreme Court.**

8 **Analysis**

9 **In *Family Courts III*, this Court approved local rules and**  
10 **administrative orders establishing family law divisions in each of the**  
11 **circuits.** 646 So.2d at 182. The Court required that any deviations or  
12 amendments be submitted before the changes were implemented. *See id.*  
13 However, because of the passage of time and because of the experience  
14 learned from the actual operation of the family division in each circuit, **we**  
15 **direct each circuit to submit a revised local rule or administrative order**  
16 **consistent with the recommendations approved by the Court in this**  
17 **opinion no later than January 1, 2002.** The Court's direct approval of these  
18 rules shall be in lieu of the usual procedure for the approval of local rules set  
19 forth in Rule of Judicial Administration 2.050, and these rules shall be  
20 treated as an exception to that rule. *See Family Courts III*, 646 So.2d at 182.  
21 # 5(b) Administrative Judge. **The Florida Supreme Court should require**  
22 **the chief judge of each circuit to appoint an administrative family law**  
23 **judge for the circuit and give the administrative judge authority to**  
24 **oversee and coordinate the circuit's family initiative.** The chief judge may  
25 appoint associate administrative judges for individual counties or specialized  
26 divisions, such as domestic relations, domestic violence, juvenile  
27 dependency, or juvenile delinquency, but these associate judges shall report  
28 to the administrative judge of the family division. (Emphasis added.)

84. The Unified Family Court in the Fifth Judicial Circuit was created in  
2001. Circuit Court of the Fifth Judicial Circuit Administrative Order No. A2001-  
03 Administrative Order Regarding Utilization of Senior Judges ordered April 10,  
2001 by Swigert set forth the Fifth Circuit prioritization guidelines for assigning  
Senior Judges. Such prioritization guidelines stated as follows at page 2 in relevant  
part:

1 “15. Senior Judges should be used only after consideration of possibilities  
2 for reassignment of active members of the judiciary at both circuit and  
3 county levels.

4 Any judge desiring assignment of a senior judge for a case or function on his  
5 or her docket shall first determine whether another sitting judge in their  
6 headquarter county is available for such service. If no sitting judge is  
7 available, the matter should be presented to the administrative judge for a  
8 request to the chief circuit judge.”

9 85. Circuit Court of the Fifth Judicial Circuit Administrative Order No.  
10 A-2014-41 Administrative Order Rescinding and Vacating Designated  
11 Administrative Orders ordered September 2, 2014 by Briggs rescinding A2001-03  
12 but preserving the prioritization guidelines specifically stated at page 1:

13 “It is not the intent to the undersigned to eliminate, or vacate any procedural  
14 policies which may have been established by administrative order, but rather  
15 to simply eliminate unneeded orders for established policy.”

16 86. On January 24, 2002, Musleh, Chief Judge, Fifth Judicial Circuit  
17 ordered Administrative Order Number: A2002-03 Administrative Order  
18 Establishing Model Family Law Court in the Fifth Judicial District establishing a  
19 Family Court Division in each county in the Fifth Judicial District with applicable  
20 procedures.

21 87. Circuit Court of the Fifth Judicial District in and for Marion County  
22 Administrative Order M2007-05 Order Amending and Superseding Administrative  
23 Order M2002-04 and Order Establishing Procedures for the Marion County Family  
24 Law Division ordered on April 19, 2007 by Daniel B. Merritt, Sr., Chief Judge,  
25 David B. Eddy, Administrative Judge, Marion County, and S. Sue Robbins, Family  
26 Law Administrative Judge stated in relevant part:

27 “III. DIVISION ASSIGNMENTS AND DOCKET DESIGNATIONS

28 A. Judicial Assignments.

**Judicial assignments will be reviewed annually in the family law  
division to address both cases [sic] numbers and case weights.**

1 Irrespective of actual docket assignment, care should be used to  
2 coordinate all family law cases in order to insure that UFC principles  
3 are recognized and advanced.

4 B. Term in Division.

5 **Each judge will serve in the division for at least two years and be**  
6 **automatically entitled to reassignment upon request after three**  
7 **years.** Assignments are staggered so that all judges are not reassigned  
8 at one time. Family division judges will not be assigned to other cases,  
9 except by special request of the Chief Judge.”

10 88. The aforementioned provisions of Circuit Court of the Fifth Judicial  
11 District in and for Marion County Administrative Order M2007-05 still prevail  
12 with the exception of the following sentence being added as a second sentence to  
13 “III. DIVISION ASSIGNMENTS AND DOCKET DESIGNATIONS C. Judicial  
14 Assignments.” in 2015 pursuant to Administrative Order M2015-16 to now read:

15 “Judicial assignments will be reviewed annually in the family law division to  
16 address both cases [sic] numbers and case weights. **The family law case**  
17 **management office will assist in completing this review.** Irrespective of  
18 actual docket assignment, care should be used to coordinate all family law  
19 cases in order to insure that UFC principles are recognized and advanced.”  
20 (Emphasis added.)

21 89. Florida Rules of Judicial Administration, Rule 2.205 (a) 3  
22 Administration (D) defines a senior judge and limits his/her assignment to  
23 “temporary judicial duty” as follows in relevant part:

24 “(D) A “senior judge” is a retired judge who is eligible to serve on  
25 assignment to **temporary judicial duty.**” (Emphasis added.)

26 90. Florida Rules of Judicial Administration, Rule 2.205 (a) 3  
27 Administration (B) defines a “retired judge” as follows in relevant part:

28 “(B) For the purpose of judicial administration, a “retired judge” is defined  
as a judge not engaged in the practice of law who has been a judicial officer

1 of this state. A retired judge shall comply with all requirements that the  
2 Supreme Court deems necessary relating to the recall of retired judges.”

3 91. The appointment of a Senior Judge occurs pursuant to Florida Rules  
4 of Judicial Administration, Rule 2.205 (a) 4 Assignments of Judges and Justices  
5 (C) which states as follows in relevant part:

6  
7 **“(C) When any circuit or county judge is unable to perform the duties**  
8 **of office, or when necessary for the prompt dispatch of the business of**  
9 **the court, the chief judge of the circuit may assign any judge in the**  
10 **circuit to temporary service for which the judge is qualified, in**  
11 **accordance with rule 2.215. If the chief judge deems it necessary, the chief**  
12 **judge may request the chief justice to assign a judge to the court for such**  
13 **time or such proceedings as the chief justice may direct.” (Emphasis added.)**

14 92. Florida Rules of Judicial Administration Rule 2.215 formerly 2.050  
15 controls the succession of judges on cases in the circuit courts stating in relevant  
16 part:

17 **“RULE 2.215. TRIAL COURT ADMINISTRATION**

18 **(a) Purpose. The purpose of this rule is to fix administrative**  
19 **responsibility in the chief judges of the circuit courts and the other judges**  
20 **that the chief judges may designate. When these rules refer to the court, they**  
21 **shall be construed to apply to a judge of the court when the context requires**  
22 **or permits.**

23 **(b) Chief Judge.**

24 **(1) The chief judge shall be a circuit judge who possesses administrative**  
25 **ability.**

26 **(2) The chief judge shall exercise administrative supervision over all**  
27 **courts within the judicial circuit in the exercise of judicial powers and**  
28 **over the judges and officers of the courts. The chief judge shall be**  
responsible to the chief justice of the Supreme Court. The chief judge may  
enter and sign administrative orders, except as otherwise provided by this  
rule.

**(3) The chief judge shall be the chief judicial officer of the circuit, shall**  
**maintain liaison in all judicial administrative matters with the chief**  
**justice of the Supreme Court, and shall develop an administrative plan**

1 **for the efficient and proper administration of all courts within that**  
2 **circuit. The plan shall include an administrative organization capable of**  
3 **effecting the prompt disposition of cases; assignment of judges, other**  
4 **court officers, and executive assistants; control of dockets; regulation and**  
5 **use of courtrooms; and mandatory periodic review of the status of the**  
6 **inmates of the county jail. The plan shall be compatible with the**  
7 **development of the capabilities of the judges in such a manner that each**  
8 **judge will be qualified to serve in any division, thereby creating a judicial**  
9 **pool from which judges may be assigned to various courts throughout the**  
10 **state. The administrative plan shall include a consideration of the statistical**  
11 **data developed by the case reporting system. Questions concerning the**  
12 **administration or management of the courts of the circuit shall be directed to**  
13 **the chief justice of the Supreme Court through the state courts administrator.**

14 **(4) The chief judge shall assign judges to the courts and divisions, and**  
15 **shall determine the length of each assignment. All judges shall inform the**  
16 **chief judge of any contemplated absences that will affect the progress of the**  
17 **court's business. If a judge is temporarily absent, is disqualified in an**  
18 **action, or is unable to perform the duties of the office, the chief judge or**  
19 **the chief judge's designee may assign a proceeding pending before the**  
20 **judge to any other judge or any additional assigned judge of the same**  
21 **court. The chief judge may assign any judge to temporary service for**  
22 **which the judge is qualified in any court in the same circuit. If it appears**  
23 **to the chief judge that the speedy, efficient, and proper administration of**  
24 **justice so requires, the chief judge shall request the chief justice of the**  
25 **supreme court to assign temporarily an additional judge or judges from**  
26 **outside the circuit to duty in the court requiring assistance, and shall advise**  
27 **the chief justice whether or not the approval of the chief judge of the circuit**  
28 **from which the assignment is to be made has been obtained. The assigned**  
judges shall be subject to administrative supervision of the chief judge for all purposes of this rule. When assigning a judge to hear any type of post-conviction or collateral relief proceeding brought by a defendant who has been sentenced to death, the chief judge shall assign to such cases a judge qualified to conduct such proceedings under subdivision (b) (10) of this rule. Nothing in this rule shall restrict the constitutional powers of the chief justice of the Supreme Court to make such assignments as the chief justice shall deem appropriate.

**(5) The chief judge may designate a judge in any court or court division of circuit or county courts as "administrative judge" of any court or division to assist with the administrative supervision of the court or division. The designee shall be responsible to the chief judge, shall have**

1           **the power and duty to carry out the responsibilities assigned by the**  
2           **chief judge, and shall serve at the pleasure of the chief judge.”** (Emphasis  
3           added.)

4           93. Florida Family Law Rules of Procedure, Rule 12.010 (b) (1) states in  
5 relevant part:

6           **“(b) Purpose.**

7           **(1) These rules are intended to facilitate access to the court and to**  
8           **provide procedural fairness to all parties,** to save time and expense  
9           through active case management, setting timetables, and the use of  
10           alternatives to litigation, and to enable the court to coordinate related cases  
11           and proceedings to avoid multiple appearances by the same parties on the  
12           same or similar issues and to avoid inconsistent court orders.” (Emphasis  
13           added.)

14           94. Florida Rules of Judicial Administration, Rule 2.330 (j) deemed a  
15 judge disqualified when he/she failed to answer a motion to recuse within thirty  
16 (30 days after being served. Such rule states in relevant part:

17           **“(j) Time for Determination. The judge shall rule on a motion to**  
18           **disqualify immediately, but no later than 30 days after the service of the**  
19           **motion as set forth in subdivision (c). If not ruled on within 30 days of**  
20           **service, the motion shall be deemed granted** and the moving party may  
21           seek an order from the court directing the clerk to reassign the case.”  
22           (Emphasis added.)

23           95. Florida Statutes, Title V Judicial Branch, Chapter 38 Judges General,  
24 Section 38.09 Designation of judge to hear cause when order of disqualification  
25 entered, required a judge to advise the chief judge of the circuit upon the entry of  
26 an order of disqualification (motion to recuse deemed granted) and file a  
27 disqualification upon entry of an order of service of the application for any  
28 temporary writ of injunction (Writ of Prohibition). Such Section 38.09 states as  
follows in relevant part:

1           **“38.09 Designation of judge to hear cause when order of**  
2           **disqualification entered.—Every judge of this state shall advise the chief**  
3           **judge of the circuit upon the entry of an order of disqualification. An**  
4           **order of assignment shall then be entered as provided by the Florida Rules of**  
5           **Judicial Administration. In the event any judge is disqualified as herein**  
6           **provided, upon application for any temporary writ of injunction or**  
7           **habeas corpus, the judge shall immediately enter an order of**  
8           **disqualification, whereupon the cause may be presented to any other**  
9           **judge of a court of the same jurisdiction as the court in which that cause**  
10           **is pending; and it shall be the duty of any such judge to hear and determine**  
11           **such matters until a substitute judge is so designated.” (Emphasis added.)**

12           97. Florida Statutes, Title V Judicial Branch, Chapter 38 Judges General,  
13           Section 38.10 Disqualification of judge for prejudice; application; affidavits; etc.  
14           requires a judge “to proceed no further” when a motion to recuse was filed based  
15           upon prejudice. Such Section 38.10 states in relevant part:

16           **“38.10 Disqualification of judge for prejudice; application; affidavits;**  
17           **etc.—Whenever a party to any action or proceeding makes and files an**  
18           **affidavit stating fear that he or she will not receive a fair trial in the**  
19           **court where the suit is pending on account of the prejudice of the judge**  
20           **of that court against the applicant or in favor of the adverse party, the**  
21           **judge shall proceed no further, but another judge shall be designated in**  
22           **the manner prescribed by the laws of this state for the substitution of**  
23           **judges for the trial of causes in which the presiding judge is disqualified.**  
24           Every such affidavit shall state the facts and the reasons for the belief that  
25           any such bias or prejudice exists and shall be accompanied by a certificate of  
26           counsel of record that such affidavit and application are made in good faith.  
27           However, when any party to any action has suggested the disqualification of  
28           a trial judge and an order has been made admitting the disqualification of  
          such judge and another judge has been assigned and transferred to act in lieu  
          of the judge so held to be disqualified, the judge so assigned and transferred  
          is not disqualified on account of alleged prejudice against the party making  
          the suggestion in the first instance, or in favor of the adverse party, unless  
          such judge admits and holds that it is then a fact that he or she does not stand  
          fair and impartial between the parties. If such judge holds, rules, and  
          adjudges that he or she does stand fair and impartial as between the parties  
          and their respective interests, he or she shall cause such ruling to be entered



1 on the minutes of the court and shall proceed to preside as judge in the  
2 pending cause. The ruling of such judge may be assigned as error and may  
3 be reviewed as are other rulings of the trial court.” (Emphasis added.)

4 98. Florida Rules of Judicial Administration, Rule 2.250 (a) (2) states the  
5 reasonable time for the court of appeals to rule on a disqualification was 180 days.  
6 Such rule states as follows in relevant part:

7 “(2) Supreme Court and District Courts of Appeal Time Standards:

8  
9 Rendering a decision — within 180 days of either oral argument or the  
10 submission of the case to the court panel for a decision without oral  
11 argument.”

12 99. Florida Code of Judicial Conduct, Cannon 3B (7) prohibits ex parte  
13 communications between a judge and the attorney for a party. Such Cannon states  
14 in relevant part:

15 “(7) A judge shall accord to every person who has a legal interest in a  
16 proceeding, or that person's lawyer, the right to be heard according to law. **A**  
17 **judge shall not initiate, permit, or consider ex parte communications, or**  
18 **consider other communications made to the judge outside the presence**  
19 **of the parties concerning a pending or impending proceeding except**  
20 **that:**

21 (a) Where circumstances require, ex parte communications for scheduling,  
22 administrative purposes, or emergencies that do not deal with substantive  
23 matters or issues on the merits are authorized, provided:

24 (i) the judge reasonably believes that no party will gain a procedural or  
25 tactical advantage as a result of the ex parte communication, and  
26 (ii) the judge makes provision promptly to notify all other parties of the  
27 substance of the ex parte communication and allows an opportunity to  
28 respond.

(b) A judge may obtain the advice of a disinterested expert on the law  
applicable to a proceeding before the judge if the judge gives notice to the  
parties of the person consulted and the substance of the advice and affords  
the parties reasonable opportunity to respond.

(c) A judge may consult with other judges or with court personnel whose

1 function is to aid the judge in carrying out the judge's adjudicative  
2 responsibilities.

3 (d) A judge may, with the consent of the parties, confer separately with the  
4 parties and their lawyers in an effort to mediate or settle matters pending  
5 before the judge.

6 (e) A judge may initiate or consider any ex parte communications when  
7 expressly authorized by law to do so.” (Emphasis added.)

8 (*In re Turner*, 421 So. 2d 1077 (Fla. 1982) (judge had ex parte conference  
9 with party’s attorney).

10 100. Florida Code of Judicial Conduct Canon 5D (5) precluding a judge  
11 accepting gifts from a party in a case before him/her states as follows in relevant  
12 part:

13 **“(5) A judge shall not accept, and shall urge members of the judge's  
14 family residing in the judge's household not to accept, a gift, bequest,  
15 favor or loan from anyone except for:**

16 (a) a gift incident to a public testimonial, books, tapes and other resource  
17 materials supplied by publishers on a complimentary basis for official use,  
18 or an invitation to the judge and the judge's spouse or guest to attend a bar-  
19 related function or an activity devoted to the improvement of the law, the  
20 legal system or the administration of justice;

21 (b) a gift, award or benefit incident to the business, profession or other  
22 separate activity of a spouse or other family member of a judge residing in  
23 the judge's household, including gifts, awards and benefits for the use of  
24 both the spouse or other family member and the judge (as spouse or family  
25 member), provided the gift, award or benefit could not reasonably be  
26 perceived as intended to influence the judge in the performance of judicial  
27 duties;

28 (c) ordinary social hospitality;

(d) a gift from a relative or friend, for a special occasion, such as a wedding,  
anniversary or birthday, if the gift is fairly commensurate with the occasion  
and the relationship;

(e) a gift, bequest, favor or loan from a relative or close personal friend  
whose appearance or interest in a case would in any event require  
disqualification under Canon 3E;

(f) a loan from a lending institution in its regular course of business on the  
same terms generally available to persons who are not judges;

1 (g) a scholarship or fellowship awarded on the same terms and based on the  
2 same criteria applied to other applicants; or

3 (h) any other gift, bequest, favor or loan, only if: the donor is not a party or  
4 other person who has come or is likely to come or whose interests have  
5 come or are likely to come before the judge; and, if its value, or the  
6 aggregate value in a calendar year of such gifts, bequests, favors, or loans  
7 from a single source, exceeds \$100.00, the judge reports it in the same  
8 manner as the judge reports gifts under Canon 6B(2).” (Emphasis added.)

9 **2. Violation of Florida Rules of Judicial Administration Rule**  
10 **2.215 (B) (4) and Florida Rules of Judicial Administration,**  
11 **Rule 2.205 (a) 4 Assignments of Judges and Justices (C).**

12 101. From the outset of the *Overcash v. Overcash* case through the present,  
13 every appointment of every judge violated Florida Rules of Judicial Administration  
14 Rule 2.215 (B) (4) in that such appointment did not show the term of the  
15 appointment on its face.

16 102. By failing to do: (1) every assignment of judges within the Family  
17 Law Division of the Circuit Court in and for Marion County in the *Overcash v.*  
18 *Overcash* case exceeded the two year term set forth in Circuit Court of the Fifth  
19 Judicial District in and for Marion County Administrative Order M2007-05 for  
20 judges within the Family Law Division. Such judges knowing, or should have  
21 known that they were unlawfully assigned were Robbins, Angel and Tatti.; and

22 (2) every assignment of a Senior Judge to the Family Law Division of the  
23 Circuit Court in and for Marion County in the *Overcash v. Overcash* case violated  
24 the “temporary” appointment” of Senior Judges limited to temporary appointments  
25 under Florida Rules of Judicial Administration, Rule 2.205 (a) 4 Assignments of  
26 Judges and Justices (C). Such Senior Judges who were not on Fifth Circuit Court in  
27 and for Marion County knowing, or should have known that they were unlawfully  
28 assigned to the *Overcash v. Overcash* case were Swigert, Gurrola and Johnson.

Additionally, as shown by an e mail dated October 3, 2012 from Rosemary Spivey

1 tom Grace Fagan, Eddy contacted Gurrola prior to sending the *Overcash v.*  
2 *Overcash* case to Merritt for reassignment.

3 **3. Violation of Circuit Court of the Fifth Judicial Circuit**  
4 **Administrative Order No. A2001-03 Administrative Order**  
5 **Regarding Utilization of Senior Judges ordered April 10,**  
6 **2001 Rescinded by Circuit Court of the Fifth Judicial**  
7 **Circuit Administrative Order No. A-2014-41**  
8 **Administrative Order Rescinding and Vacating Designated**  
9 **Administrative Orders ordered September 2, 2014.**

10 103. Every assignment of a Senior Judge to the Family Law Division of the  
11 Fifth Circuit Court in and for Marion County to the *Overcash v. Overcash* case  
12 violated the requirements that:

13 “Senior Judges should be used only after consideration of possibilities for  
14 reassignment of active members of the judiciary at both circuit and county  
15 levels.” and

16 “Any judge desiring assignment of a senior judge for a case or function on  
17 his or her docket shall first determine whether another sitting judge in their  
18 headquarter county is available for such service. If no sitting judge is  
19 available, the matter should be presented to the administrative judge for a  
20 request to the chief circuit judge.”

21 104. Such Senior Judges who were not on Fifth Circuit Court in and for  
22 Marion County knowing, or should have known that they were unlawfully  
23 assigned to the *Overcash v. Overcash* case were Swigert, Gurrola and Johnson.

24 **4. Violation of Florida Rules of Judicial Administration, Rule**  
25 **2.330 (j).**

26 105. Judges in the *Overcash v. Overcash* case who violated Florida Rules  
27 of Judicial Administration, Rule 2.330 (j) by not responding within thirty (30) days  
28 of being served with a motion to recuse and were deemed disqualified were  
Swigert and Gurrola.

1                   **5. Violation of Florida Statutes, Title V Judicial Branch,**  
2                   **Chapter 38 Judges General, Section 38.09 Designation of**  
3                   **judge to hear cause when order of disqualification entered.**

4                   106. Judges in the *Overcash v. Overcash* case who violated Florida  
5                   Statutes, Title V Judicial Branch, Chapter 38 Judges General, Section 38.09  
6                   Designation of judge to hear cause when order of disqualification entered by not  
7                   informing the Chief Judge of the Fifth Circuit when they were “deemed  
8                   disqualified” for not filing a response within thirty (30) days after being served  
9                   with a motion to recuse were Swigert and Gurrola.

10                  107. The judge in the *Overcash v. Overcash* case who violated the same  
11                  statute by not disqualifying himself upon the filing of a Petition for Writ of  
12                  Prohibition was Swigert.

13                   **6. Violation of Florida Statutes, Title V Judicial Branch,**  
14                   **Chapter 38 Judges General, Section 38.10 Disqualification**  
15                   **of judge for prejudice; application; affidavits; etc.**

16                  108. Judges in the *Overcash v. Overcash* case who violated Florida  
17                  Statutes, Title V Judicial Branch, Chapter 38 Judges General, Section 38.10  
18                  Disqualification of judge for prejudice; application; affidavits; etc. by continuing to  
19                  “proceed” with the case when a motion to recuse was filed based upon prejudice  
20                  were Swigert and Gurrola. The Chief Judges of the Fifth Circuit who refused to  
21                  assign a new judge after the motions to recuse based upon prejudice were  
22                  respectively filed were Merritt and Briggs, respectively. The Administrative Judge  
23                  who refused to assign a new judge after the motions to recuse based upon prejudice  
24                  were respectively filed was Eddy. The Family Division Administrative Judge who  
25                  refused to assign a new judge after the motions to recuse based upon prejudice  
26                  were respectively filed was Robbins.

27                   **7. Violation of Florida Rules of Judicial Administration, Rule**  
28                   **2.250 (a) (2).**

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109. The District Court of Appeal, Fifth District violated Florida Rules of Judicial Administration, Rule 2.250 (a) (2) by not deciding the Writ of Prohibition filed against Swigert after he was deemed disqualified for not responding to a motion to recuse based upon prejudice until June 29, 2012, ten (10) months after the petition for writ of prohibition was filed. This was four (4) months over the 180 day prescribed time limit. The court held that Swigert was deemed disqualified pursuant to Florida Rule of Judicial Administration 2.330 (j) for failing to file a ruling within thirty (30) days after filing the motion to recuse when he failed to issue his ruling. He issued a ruling on October 3, 2011, forty five (45) days after service and filing of the motion to recuse on August 19, 2012. (*Overcash v. Overcash*, 91 So.3d 254 June 29, 2012)

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14  
**8. Violation of Florida Code of Judicial Conduct, Canon 3 B (7).**

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110. Gurrola in the *Overcash v. Overcash* case violated Florida Code of Judicial Conduct, Canon 3 B (7) by having an ex parte contact with: (1) Shelnutt as shown by Shelnutt's attorney's fees time sheet for September 18, 2012 showing a blocked out telephone conference with a name matching that of Judge Gurrola for .40 hours charging \$120.00 as part of a unit.

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22  
**9. Violation of Florida Code of Judicial Conduct, Canon 5 D (1).**

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24  
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111. Gurrola in the *Overcash v. Overcash* case knowingly violated Florida Code of Judicial Conduct, Canon 5 D (1) by accepting a bracelet from Natasha Eliana Overcash, a litigant in the *Overcash v. Overcash* case as admitted by Gurolla at an April 2, 2014 hearing, Reporter's Transcript dated April 2, 2014, page 16, and ln. 4-5:

28  
"The Court: Oh, I did love her little bracelet she sent me."

1 Gurolla did not state when she received the bracelet. The gift was only returned on  
2 July 11, 2014, after Overcash filed a complaint with the Judicial Qualifications  
3 Commission on April 17, 2014.

4 **B. Chronology of Relevant Events.**

5 **1. Applicable Documents and Events.**

6 112. November 20, 1998- Overcash and Foulz executed a Prenuptial  
7 Agreement construed as a “settlement agreement in the event of a separation or  
8 dissolution of marriage..... Not... subject to modification by the final judgment or  
9 decree of dissolution or any subsequent order or a decree of a court having  
10 jurisdiction thereof.” The agreement encompassed all rights to alimony and spousal  
11 support, attorney’s fees or costs and “any other rights or obligations arising from or  
12 in connection with the marriage or dissolution of the marriage of the parties.” Each  
13 party was “solely responsible all of his or her own attorneys’ fees and costs  
14 including any expert fees and costs, whether on temporary or permanent basis, in  
15 connection with any divorce or separation” (Paragraph 11).

16 113. The Prenuptial Agreement “may be amended, modified, or revoked by  
17 a subsequent written document executed by” the parties. (Paragraph 21)

18 114. The Prenuptial Agreement required each party to pay his/her  
19 attorney’s fees and costs in any litigation with respect to the agreement and  
20 precluded either party recovering attorney’s fees and costs from the other party for  
21 any reason whatsoever regardless of the outcome of the litigation. (Paragraph 23)

22 115. November 28, 1998- Overcash and Foulz were married.

23 116. May 5, 2001- Natasha Eliana Overcash born.

24 117. October 28, 2002- Foulz filed for dissolution of the marriage.

25 118. November 5, 2002- Robins entered an order confirming the terms of  
26 the September 6, 2002 and October 11, 2002 Temporary Mediation Agreements  
27  
28

1 and a mutual restraining order. Neither Temporary Mediation Agreement amended  
2 the attorneys' fee paragraph in the Prenuptial Agreement.

3 119. August 11, 2003- Robbins entered an order stating:

4 "The Prenuptial Agreement dated November 20, 1998 is valid and  
5 enforceable."

6 Subsequently, two more orders held the Prenuptial Agreement dated November 20,  
7 1998 valid and enforceable.

8 120. October 30, 2003- Robbins in violation of the no jurisdiction  
9 paragraph 11 of the Prenuptial Agreement ordered temporary attorney's fees to  
10 Foulz in the amount of \$36,795.00 and \$2,500.00 support for the months of  
11 September, 2003 and October, 2003 without prejudice to each party readdressing  
12 such at a final hearing.

13 121. August 10, 2005- Marriage ordered terminated in bifurcated  
14 proceedings, signed by Swigert.

15 122. August 8, 2006- Non Final Order entered determining: (1) shared  
16 parental responsibility, primary physical residence, visitation rights, schooling,  
17 medical and dental care of child Natasha Eliana Overcash; and (2) property issues  
18 including designating "lake home" as a marital asset owned 50/50 being the  
19 intended "marital home", such percentage having previously been transferred to  
20 Foulz during the marriage, amongst other things, signed by Swigert.

21 123. February 12, 2007- Marital Settlement Agreement executed between  
22 Overcash and Foulz determining (1) primary residence of child with mother,  
23 parties sharing parental responsibility of the child and visitation rights of child  
24 (Paragraph 3); (2) child support (Paragraphs 4-5); (3) choice of child's school  
25 (Paragraph 6); (4) amending Prenuptial Agreement to change payment on net  
26 worth (Paragraph 7); (5) amending the Prenuptial Agreement by setting a payment  
27 plan for Foulz's 50% value (\$245,000.00) of the "marital home aka residence" to  
28



1 be secured by a mortgage until paid in full and enforced by the contempt power of  
2 the court with the “acceptance of these monies by the former wife is in lieu of any  
3 other monies payable to pursuant to the former wife’s claim for temporary alimony  
4 and any equitable distribution of marital property, except as specifically set out in  
5 this agreement. (Paragraph 8); (6) amending the Prenuptial Agreement now with  
6 the Former Husband [Overcash] agrees he “will be responsible for all attorney’s  
7 fees and costs associated with this dissolution action” including a specific amount  
8 to be paid to Shelnutt by May 19, 2007 (Paragraph 11); (7) the parties agree that all  
9 other actions, including appeals, will be voluntarily dismissed with prejudice by  
10 the initiating party (Paragraph 12); (8) the parties agree that Former Wife [Foultz]  
11 waives her right to permanent periodic, lump-sum rehabilitative or temporary  
12 alimony or any other monies in lieu of this Marital Settlement Agreement  
13 (Paragraph 13); (9) in the event disputes arise under the Marital Settlement  
14 Agreement, the parties agree that either party may petition the Marion County  
15 Court for recourse (Paragraph 14); (10) any agreement in modification of the  
16 Marital Settlement Agreement was void unless signed in writing by both parties  
17 (Paragraph 15); (11) the Marital Settlement Agreement was a complete resolution  
18 of all matters in dispute (Paragraph 17 C), amongst other provisions. .

19  
20 124. February 16, 2007- Final Judgment on Bifurcated Dissolution of  
21 Marriage was entered, signed by Swigert ordering: (1) “That the Marital  
22 Settlement Agreement, executed by the parties, the original of which is attached  
23 hereto, is hereby approved, ratified and incorporated by reference as if fully set  
24 forth herein and the parties ordered to comply with it. **This Agreement shall not**  
25 **be merged into the Final Judgment. Rather it shall survive the Final**  
26 **Judgment and shall be binding on the parties for all time.”** (Emphasis added.)  
27 (Paragraph 1); (2) shared parental responsibility for Natasha Eliana Overcash with  
28 “the Wife” being the primary residential parent (Paragraph 2); (3) visitation for the

1 former husband [Overcash] as outlined in the Marital Settlement Agreement; (4)  
2 reasonable child support and method of payment (Paragraphs 4-5); (5) “the parties  
3 shall comply with all terms and conditions of the Marital Settlement Agreement”  
4 (Paragraph 6); and (7) the “court retains jurisdiction of [sic] over the parties, minor  
5 child and the subject matter of this action to enter any other Orders as it deems  
6 necessary and proper.” (Paragraph 7). The Final Judgment specifically did not  
7 order that any temporary alimony previously paid or ordered was confirmed and  
8 excluded from Foultz’s waiver of her right to permanent periodic, lump-sum  
9 rehabilitative or temporary alimony or any other monies in lieu of this Marital  
10 Settlement Agreement set forth in Paragraph 13 of the Marital Settlement  
11 Agreement.

12 125. February 16, 2007- Overcash had paid \$ 280,000.00 fully paying the  
13 \$245,000.00 principal obligation in Paragraph 8 of the Marital Settlement  
14 Agreement and overpaying such by \$35,000.00. Foultz confirmed that “her rights  
15 were fixed in the home as of 2005, and that Plaintiff [Overcash] had received the  
16 home as partial equitable distribution in the Dissolution of Marriage action, and her  
17 interest was limited to the payment of \$245,000.00 by Plaintiff to her, at the rate of  
18 \$2,400.00 per month with 6% interest, until paid in full” as set forth in the Final  
19 Judgment on Attorney’s Fees and Costs dated April 10, 2013 entered by Judge  
20 Jack Singbush in the case of *Overcash v. Foultz*, Circuit Court of the Fifth Judicial  
21 Circuit in and for Marion County Case No. 2011-0304 – CA- G after granting  
22 Foultz’s motion to dismiss case.  
23

24 126. February 16, 2007 through the present- Foultz violated Paragraph 8 of  
25 the Marital Settlement Agreement by never relinquishing title of the “marital  
26 home” aka “marital residence” even though and the \$245,000.00 was overpaid by  
27 \$35,000.00.  
28

1 127. From 2002 through August 24, 2005 and through January 31 2007,  
2 Overcash paid \$290,299.49 in payments credited under the Marital Settlement  
3 Agreement consisting of: (1) \$110,000.00 of temporary alimony payments from  
4 2002- 2007; (2) approximately \$105,000.00 rent and expenses for Foultz for two  
5 years 2002-2004; (3) \$15,000.00 on October 11, 2002 as an advance on equitable  
6 distribution on the marital home; and (4) \$160,000.00 on August 24, 2005 to  
7 achieve the bifurcation resulting thereby fully paying the \$245,000.00 payment  
8 established in the Marital Settlement Agreement as of January 31, 2007.

9 128. Subsequent to February 16, 2007 Overcash paid \$241,499.49  
10 consisting of: (1) \$20,000.00 on July 15, 2013 converted to equitable distribution on  
11 marital home in lieu of the failure of the July 15, 2013 agreement; (2) \$211,200.00  
12 of post February 16, 2007 payments of \$2,400.00 per month; and (3) \$10,299.49 on  
13 March 28, 2014 credited to equitable distribution on marital home or Overcash's  
14 attorney's fees previously awarded to Foultz.

15 129. Overcash's total payments credited under the Marital Settlement  
16 Agreement were \$541,499.49 resulting in an overpayment of \$296, 299.49.

17 130. May 19, 2007- Overcash fulfilled all requirements of the February 16,  
18 2007- Final Judgment on Bifurcated Dissolution of Marriage including but not  
19 limited to Paragraphs 9, 10 and 11 and paid all attorney's fees "associated with this  
20 dissolution action" required under Paragraph 11 by May 19, 2007 leaving no further  
21 obligations to be fulfilled by Overcash.  
22

23 131. July 15, 2013- An agreement in open court on July 15, 2013  
24 confirmed that Overcash's responsibility "for all attorney's fees and costs  
25 associated with this dissolution action" pursuant to Paragraph 11 of the Marital  
26 Settlement Agreement and the February 16, 2007- Final Judgment on Bifurcated  
27 Dissolution of Marriage was limited to attorney's fees up to February 16, 2007  
28

1                   **2.     Shelnutt and Foultz Filed Sham Motions for Attorney's**  
2                   **Fees and Sham Orders to Show Cause for Contempt Falsely**  
3                   **Alleging Overcash's Failure to Pay Attorney's Fees.**

4                   132.   At all times herein relevant, Shelnutt and Foultz knew that as of  
5                   January 31, 2007, the \$245,000.00 principal payment for the marital home in the  
6                   Marital Settlement Agreement had been fully paid under the terms set forth in  
7                   Paragraph 8 of the Marital Settlement Agreement.

8                   133.   At all times herein relevant, Shellnut and Foultz knew that no monies  
9                   were owed under the terms set forth in Paragraph 8 of the Marital Settlement  
10                  Agreement.

11                  134.   At all times herein relevant, Shellnut and Foultz knew, as shown by  
12                  the July 15, 2013 agreement, that Overcash's responsibility "for all attorney's fees  
13                  and costs associated with this dissolution action" pursuant to Paragraph 11 of the  
14                  Marital Settlement Agreement and the February 16, 2007- Final Judgment on  
15                  Bifurcated Dissolution of Marriage was limited to attorney's fees up to February  
16                  16, 2007.

17                  135.   At all times herein relevant, Shellnut and Foultz knew that the  
18                  Prenuptial Agreement still was valid and enforceable regarding all attorney's fees  
19                  and costs not covered in the Marital Settlement Agreement and that the Prenuptial  
20                  Agreement made each party responsible for their own attorney's fees and costs  
21                  irrespective of any court order.

22                  136.   at all times herein relevant, Shellnut and Foultz each knew that the  
23                  Prenuptial Agreement was "not... subject to modification by the final judgment or  
24                  decree of dissolution or any subsequent order or a decree of a court having  
25                  jurisdiction thereof." The agreement encompassed all rights to alimony and spousal  
26                  support, attorneys' fees or costs and "any other rights or obligations arising from or  
27                  in connection with the marriage or dissolution of the marriage of the parties." Each  
28

1 party was “solely responsible for all of his or her own attorneys’ fees and costs  
2 including any expert fees and costs, whether on temporary or permanent basis, in  
3 connection with any divorce or separation” (Paragraph 11).

4 137. At all times herein relevant, Shelnutt and Foultz sought attorney’s fees  
5 from Overcash pursuant to Florida Statutes, Title VI Civil Practice and Procedure,  
6 Chapter 61 Dissolution of Marriage, Support Time Sharing, Section 61.16  
7 Attorney’s fees, suit money and costs and contempt for Overcash’s failure to pay  
8 attorney’s fees.

9 138. Shelnutt and Foultz deliberately concealed from the court the fact that  
10 Foultz received \$541,499.49 from Overcash fully paying Foultz’s \$245,000.00  
11 equitable distribution of the marital home by the February 12, 2007 the date of the  
12 Marital Settlement Agreement with \$296,299.49 cash being paid from Overcash to  
13 Foultz from February, 2007 through the present [which pursuant to the July 15,  
14 2015 agreement would be contributed to attorney’s fees as required for the  
15 \$180,000.00 which was to be obtained from a loan on the former marital home].  
16

17 139. Such concealment prevented the court from assessing attorneys’ fees  
18 under Section 61.16 pursuant to the criteria of the statute.

19 Section 61.16 states in relevant part:

20 **“61.16 Attorney’s fees, suit money, and costs.—**

21 (1) The court may from time to time, after considering the financial  
22 resources of both parties, order a party to pay a reasonable amount for  
23 attorney’s fees, suit money, and the cost to the other party of maintaining or  
24 defending any proceeding under this chapter, including enforcement and  
25 modification proceedings and appeals. In those cases in which an action is  
26 brought for enforcement and the court finds that the noncompliant party is  
27 without justification in the refusal to follow a court order, the court may not  
28 award attorney’s fees, suit money, and costs to the noncompliant party. An  
application for attorney’s fees, suit money, or costs, whether temporary or  
otherwise, shall not require corroborating expert testimony in order to  
support an award under this chapter.

\*\*\*\*\*

1 In all cases, the court may order that the amount be paid directly to the  
2 attorney, who may enforce the order in that attorney's name.

3 \*\*\*\*\*

4 (2) In an action brought pursuant to Rule 3.840, Florida Rules of Criminal  
5 Procedure, whether denominated direct or indirect criminal contempt, the  
6 court shall have authority to:

7 (a) Appoint an attorney to prosecute said contempt.

8 (b) Assess attorney's fees and costs against the contemtor after the court  
9 makes a determination of the contemtor's ability to pay such costs and fees.

10 (c) Order that the amount be paid directly to the attorney, who may enforce  
11 the order in his or her name."

12 140. At all times herein relevant subsequent to February 16, 2007, despite  
13 the aforementioned knowledge, and the knowledge that Foulz had up to  
14 \$296,299.49 in excess monies paid to her by Overcash credited to the equitable  
15 distribution of the marital home [which pursuant to the July 15, 2015 agreement  
16 would be contributed to attorney's fees as required for the \$180,000.00 which was  
17 to be obtained from a loan on the former marital home], Shelnutt and Foulz filed  
18 sham motions for contempt in violation of Rule 3.840 [requiring orders to show  
19 cause] alleging that Overcash was responsible for attorney's fees and obtained  
20 contempt orders based upon such false and sham allegations.

21 141. Rule 3.840 states in relevant part:

22 **"RULE 3.840. INDIRECT CRIMINAL CONTEMPT**

23 A criminal contempt, except as provided in rule 3.830 concerning direct  
24 contempts, shall be prosecuted in the following manner:

25 (a) **Order to Show Cause.** The judge, on the judge's own motion or on  
26 affidavit of any person having knowledge of the facts, may issue and sign an  
27 order directed to the defendant, stating the essential facts constituting the  
28 criminal contempt charged and requiring the defendant to appear before the  
Florida Bar court to show cause why the defendant should not be held in  
contempt of court. The order shall specify the time and place of the hearing,

1 with a reasonable time allowed for preparation of the defense after service of  
2 the order on the defendant.

3 **(b) Motions; Answer.** The defendant, personally or by counsel, may move  
4 to dismiss the order to show cause, move for a statement of particulars, or  
5 answer the order by way of explanation or defense. All motions and the  
6 answer shall be in writing unless specified otherwise by the judge. A  
7 defendant's omission to file motions or answer shall not be deemed as an  
8 admission of guilt of the contempt charged.

9 **(c) Order of Arrest; Bail.** The judge may issue an order of arrest of the  
10 defendant if the judge has reason to believe the defendant will not appear in  
11 response to the order to show cause. The defendant shall be admitted to bail  
12 in the manner provided by law in criminal cases.

13 **(d) Arraignment; Hearing.** The defendant may be arraigned at the time  
14 of the hearing, or prior thereto at the defendant's request. A hearing to  
15 determine the guilt or innocence of the defendant shall follow a plea of  
16 not guilty. The judge may conduct a hearing without assistance of counsel  
17 or may be assisted by the prosecuting attorney or by an attorney appointed  
18 for that purpose. **The defendant is entitled to be represented by counsel,  
19 have compulsory process for the attendance of witnesses, and testify in  
20 his or her own defense.** All issues of law and fact shall be heard and  
21 determined by the judge.

22 **(e) Disqualification of Judge.** If the contempt charged involves disrespect  
23 to or criticism of a judge, the judge shall disqualify himself or herself from  
24 presiding at the hearing. Another judge shall be designated by the chief  
25 justice of the Supreme Court.

26 **(f) Verdict; Judgment.** At the conclusion of the hearing the judge shall sign  
27 and enter of record a judgment of guilty or not guilty. There should be  
28 included in a judgment of guilty a recital of the facts constituting the  
contempt of which the defendant has been found and adjudicated guilty.

**(g) Sentence; Indirect Contempt.** Prior to the pronouncement of sentence,  
the judge shall inform the defendant of the accusation and judgment against  
the defendant and inquire as to whether the defendant has any cause to show  
why sentence should not be pronounced. The defendant shall be afforded the  
opportunity to present evidence of mitigating circumstances. The sentence  
shall be pronounced in open court and in the presence of the defendant.”

1 142. At all times herein relevant, no orders to show cause were issued in  
2 compliance with Rule 3.840 by Shelnutt and Foultz and the hearings on “motions”  
3 against Overcash were not conducted pursuant to Rule 3.840 resulting in Overcash  
4 being illegally incarcerated.

5 143. Such sham orders to show cause [motions] and false allegations  
6 created a bias in Gurrola as exemplified by the following conduct:

- 7 (1) Gurrola verbally abused Overcash for taking Natasha to an  
8 orthodontist without first Foultz;
- 9 (2) Gurrola fined Dr. Overcash \$5,000.00 for taking Natasha to the  
10 Bahamas for a four day mini-vacation on “too short” a notice to  
11 Foultz, failure to post a \$10,000.00 surety bond (even after being  
12 provided evidence of \$10,000.00 being paid to attorney Beth Gordon  
13 to hold in escrow), and failing to sign a “waiver of extradition” from  
14 the Bahamas;
- 15 (3) Gurrola illegally advised Overcash that he had “no right to pay his  
16 attorney or any other expense” prior to paying counsel for Foultz;
- 17 (4) There exists a history of Foultz accusing Overcash of numerous  
18 wrongdoings without any fear judicial consequence;
- 19 (5) Gurrola was reversed by the Fifth District Court of Appeal when she  
20 failed to make financial inquiries and findings of fact establishing  
21 Overcash’s present ability to make ordered payments. Overcash v.  
22 Overcash, 135 So.3d 575 (Fla. 5<sup>TH</sup> DCA 2014).
  - 23 a. Gurrola, after receiving the Appellate Court decision, without a  
24 hearing and again failing to take any evidence regarding  
25 Overcash’s financial status lowered the purge amount.  
26  
27  
28



1  
2 **3. Sham Litigation Relating to the February 12, 2007 Marital**  
3 **Settlement Agreement and the February 16, 2007- Final**  
4 **Judgment on Bifurcated Dissolution of Marriage.**

5 144. February 16, 2007 through the present Shelnut and Foulz  
6 deliberately filed false and sham contempt proceedings in the *Overcash v. Overcash*  
7 case to require Overcash to pay \$2,400.00 per month pursuant to Paragraph 8 B. of  
8 the Marital Settlement Agreement and the February 16, 2007- Final Judgment on  
9 Bifurcated Dissolution of Marriage while knowing that the court in the case of  
10 *Overcash v. Overcash* did not have subject matter jurisdiction to enforce such  
11 paragraph by the specific terms of Paragraph 1 of the February 16, 2007- Final  
12 Judgment on Bifurcated Dissolution of Marriage stating in relevant part:

13 “This Agreement shall not be merged into the Final Judgment. Rather it shall  
14 survive the Final Judgment and shall be binding on the parties for all time.”

15 See March 15, 2013 Order on Amended Motion for Indirect Contempt entered by  
16 Gurrola.

17 145. February 16, 2007 through the present Shelnut, Foulz and Gurrola  
18 deliberately engaged in false and sham contempt proceedings in the *Overcash v.*  
19 *Overcash* case to require Overcash to pay \$2,400.00 per month pursuant to  
20 Paragraph 8 B. of the Marital Settlement Agreement and the February 16, 2007-  
21 Final Judgment on Bifurcated Dissolution of Marriage while knowing that the court  
22 in the case of *Overcash v. Overcash* did not have subject matter jurisdiction to  
23 enforce such paragraph by the specific terms of Paragraph 1 of the February 16,  
24 2007- Final Judgment on Bifurcated Dissolution of Marriage stating in relevant  
25 part:  
26

27 “This Agreement shall not be merged into the Final Judgment. Rather it shall  
28 survive the Final Judgment and shall be binding on the parties for all time.”

1 See March 15, 2013 Order on Amended Motion for Indirect Contempt entered by  
2 Gurrola.

3 146. February 16, 2007 through the present Shelnut and Foulz  
4 deliberately filed false and sham contempt proceedings in the Overcash v.  
5 Overcash case to require Overcash to pay \$2,400.00 per month pursuant to  
6 Paragraph 8 B. of the Marital Settlement Agreement and the February 16, 2007-  
7 Final Judgment on Bifurcated Dissolution of Marriage while knowing that the  
8 court did not have jurisdiction and the entire amount of principal, monthly  
9 payments and interest was fully paid. See March 15, 2013 Order on Amended  
10 Motion for Indirect Contempt entered by Gurrola.

11 147. February 16, 2007 through the present Shelnut, Foulz and Gurrola  
12 deliberately engaged in false and sham contempt proceedings in the *Overcash v.*  
13 *Overcash* case to require Overcash to pay \$2,400.00 per month pursuant to  
14 Paragraph 8 B. of the Marital Settlement Agreement and the February 16, 2007-  
15 Final Judgment on Bifurcated Dissolution of Marriage while knowing that the  
16 court did not have jurisdiction and the entire amount of principal, monthly  
17 payments and interest was fully paid. See March 15, 2013 Order on Amended  
18 Motion for Indirect Contempt entered by Gurrola.

19 148. February 16, 2007 through the present Shelnut and Foulz  
20 deliberately filed false and sham contempt proceedings in the *Overcash v. Overcash*  
21 case to require Overcash to pay Shelnut's attorney's fees to bring contempt  
22 proceedings against Overcash to require Overcash to pay \$2,400.00 per month  
23 pursuant to Paragraph 8 B. of the Marital Settlement Agreement and the February  
24 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage while knowing  
25 that the court in the case of *Overcash v. Overcash* did not have subject matter  
26 jurisdiction to enforce such paragraph by the specific terms of Paragraph 1 of the  
27  
28

1 February 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage stating in  
2 relevant part:

3 “This Agreement shall not be merged into the Final Judgment. Rather it shall  
4 survive the Final Judgment and shall be binding on the parties for all time.”

5 149. February 16, 2007 through the present Shelnutt, Foultz and Gurrola  
6 deliberately engaged in false and sham contempt proceedings in the *Overcash v.*  
7 *Overcash* case to require Overcash to pay Shelnutt’s attorney’s fees to bring  
8 contempt proceedings against Overcash to require Overcash to pay \$2,400.00 per  
9 month pursuant to Paragraph 8 B. of the Marital Settlement Agreement and the  
10 February 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage while  
11 knowing that the court in the case of *Overcash v. Overcash* did not have subject  
12 matter jurisdiction to enforce such paragraph by the specific terms of Paragraph 1 of  
13 the February 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage  
14 stating in relevant part:

15 “This Agreement shall not be merged into the Final Judgment. Rather it shall  
16 survive the Final Judgment and shall be binding on the parties for all time.”

17  
18 150. February 16, 2007 through the present Shelnutt and Foultz  
19 deliberately filed false and sham contempt proceedings in the *Overcash v.*  
20 *Overcash* case to require Overcash to pay Shelnutt’s attorney’s fees to bring  
21 contempt proceedings against Overcash to require Overcash to pay \$2,400.00 per  
22 month pursuant to Paragraph 8 B. of the Marital Settlement Agreement and the  
23 February 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage while  
24 knowing that the court did not have jurisdiction and the entire amount of principal,  
25 monthly payments and interest was fully paid.

26 151. February 16, 2007 through the present Shelnutt, Foultz and Gurrola  
27 deliberately engaged in false and sham contempt proceedings in the *Overcash v.*  
28 *Overcash* case to require Overcash to pay Shelnutt’s attorney’s fees to bring

1 contempt proceedings against Overcash to require Overcash to pay \$2,400.00 per  
2 month pursuant to Paragraph 8 B. of the Marital Settlement Agreement and the  
3 February 16, 2007- Final Judgment on Bifurcated Dissolution of Marriage while  
4 knowing that the court did not have jurisdiction and the entire amount of principal,  
5 monthly payments and interest was fully paid.

6 152. February 16, 2007 through the present- Blair through the Marion  
7 County Sheriff's Office falsely arrested Overcash on false contempt orders for  
8 failure to pay \$2,400.00 per month pursuant to Paragraph 8 B. of the Marital  
9 Settlement Agreement and the February 16, 2007- Final Judgment on Bifurcated  
10 Dissolution of Marriage while knowing that the court did not have jurisdiction  
11 and/or the entire amount of principal, monthly payments and interest was fully  
12 paid.

13 **4. DCF Obtains Temporary Shelter Order from Conflicted**  
14 **Judge Robbins based upon "Fraud Upon the Court".**

15 153. January 24, 2013, Carroll, Director of the Department of Children and  
16 Family Services (DCF) which through its representative Jesus Morales, as  
17 Petitioner, filed the case *In the Interest of: Overcash, Natasha, Minor Child*, in the  
18 Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida,  
19 Juvenile Division Case No. 42-2013-DP 00019.

20 154. DCF obtained a temporary Shelter Order on January 24, 2013 entered  
21 by Judge S. Sue Robbin who had previously conflicted herself out of the *Overcash*  
22 *v. Overcash* case.

23 155. Robbins found probable cause "as to both of you [parents]" based  
24 upon "the bitterness and acrimony that exists between these parents is so pervasive  
25 that it is hurting your child" while only finding "continuation of the child with the  
26 father is contrary to the child's welfare" [Reporters Transcript (RT), dated January  
27 24, 2013, p. 33, ln. 7- p. 34, ln. 1].  
28

1 156. DCF concealed from the from the court the bias of DCF against  
2 Overcash by not disclosing to the court: (1) a previous 2006 complaint and  
3 investigation by DCS showing physical abuse of Natasha by Foultz and her then  
4 boyfriend with DCS taking no action for a Shelter Order other than Foultz and the  
5 boyfriend agreeing to sign a “safety plan” in which they agree to stop physically  
6 abusing Natasha thereby leaving Natasha unprotected in the home of the “abusers”;  
7 and (2) that DCF knew the alleged DCF findings of “mental injury” based upon a  
8 January 10, 2013 interview with Natasha by Victoria Smith, a January 19, 2013,  
9 CPT interview with Natasha and a January 23, 2013 interview with Natasha could  
10 not be substantiated as shown by the January 24, 2013 testimony by Jesus Morales:  
11 (a) that Natasha “has changed her story on several occasions” and “has told  
12 untruths” [RT, p. 24, ln. 8-18]; (b) no evidence of physical abuse by Overcash and  
13 Morales cannot confirm that Natasha was telling the truth [RT, p. 25, ln. 4-23] as  
14 no evidence existed to support Natasha’s statements; (c) Morales did not deny that  
15 “Kids never just say things to please their parents?” [RT, p. 26, ln. 8-10]; and (d)  
16 Overcash was cooperative with CPI and the sole basis for CPI to conclude  
17 Overcash was “not cooperative” was that Overcash told Morales at an office visit  
18 that it was CPI’s job to protect the child to which Morales agreed and did not  
19 consider that statement outlandish [RT, p. 31, ln. 9 –p. 32, ln. 25].

21 157. February 20, 2013- Gurrola entered an order: (1) setting the next  
22 hearing for March 7, 2013 with “Case Plan resolution mediation” set for March 1,  
23 2013; (2) does not make any adjudicary rulings on dependency; and (3) orders that  
24 Natasha remain in the custody of Foultz without restrictions on Overcash.

25 158. The order did not mention or continue the preclusion of Overcash  
26 seeing Natasha which was inconsistent with keeping custody with Foultz.  
27  
28

1 159. March 20, 2013- Gurrola entered an Amended Order Continuing  
2 Adjudicatory Hearing: (1) setting the next hearing for May 20, 2013; and (2)  
3 ordering that Natasha remain in the custody of Foulz.

4 160. While the order referred to the temporary Shelter Order and the  
5 preclusion of visitation by Overcash, the order did not continue the preclusion of  
6 Overcash seeing Natasha which was inconsistent with keeping custody with  
7 Foulz.

8 161. May 9, 2013- the parties execute a Case Plan, which precludes  
9 Overcash from contacting Natasha without a court order.

10 162. September 18, 2013- Gurrola closed the case after Overcash's  
11 Parental Rights were terminated on July 16, 2013 and Consents to Adopt were  
12 signed on 7/15/2013 pursuant to agreement made in open court on 7/15/2013. (See  
13 below) Such July 15, 2013 agreement was a fraud and void from the outset as  
14 Foulz never intended to fulfill the obligation to cooperate by transferring the title  
15 to the marital home and did not transfer the title to the marital home to allow a loan  
16 to taken out.

17 163. A search of case records shows that there has never been a Shelter  
18 Order imposed based upon "mental injury".

19  
20 **5. False Statements, Threats, Duress and Other Actions Cause**  
21 **Loss of Overcash's Daughter Natasha Eliana Overcash.**

22 164. At all times all non-judge defendants, Robbins and Gurrola knew that  
23 Overcash's parental rights to Natasha could not be removed without notice, a  
24 hearing and counsel for Overcash be present representing Overcash, amongst other  
25 things.

26 165. Florida has established a strong public policy in favor of protecting  
27 the relationship between natural parents and their children. *Burk v. Department of*  
28 *Health and Rehab. Servs.*, 476 So.2d 1275 (Fla. 1985). "The time-honored legal

1 rights of a parent to the custody of his or her child may only be taken away where  
2 the ultimate welfare or best interest of the child requires the termination of parental  
3 rights." Id. at 1278. We recognize that a constitutionally protected interest exists in  
4 preserving the family unit and in raising one's children. *Moore v. City of East*  
5 *Cleveland*, 431 U.S. 494, 97 S.Ct. 1932, 52 L.Ed.2d 531 (1977); *In re D.B.*, 385  
6 So.2d 83 (Fla. 1980). Because the termination of parental rights permanently  
7 severs the legal bond between a natural parent and child, parents should not be  
8 deprived of their rights to raise their children except under extreme circumstances.  
9 *E.H., In Interest of*, 609 So.2d 1289 (Fla. 1992). Both Florida case law and  
10 statutory law have mandated that in termination of parental rights cases the  
11 applicable burden of proof is clear and convincing evidence. *Padgett v.*  
12 *Department of Health & Rehabilitative Services*, 577 So.2d 565 (Fla. 1991); *Torres*  
13 *v. Van Eepoel*, 98, So.2d 735 (Fla. 1957); Sec. 39.467(1), Fla.Stat. (Supp.1992).

14 166. In *Santosky v. Kramer*, 455 U.S. 745, 102 S.Ct. 1388, 71 L.Ed.2d 599  
15 (1982), the United States Supreme Court considered termination of parental rights  
16 procedures under New York law. The *Santosky* Court made it clear that state  
17 intervention to terminate parental rights must be accomplished by procedures  
18 meeting the requisites of due process. As the *Santosky* Court explained, it is "plain  
19 beyond the need for multiple citation" that a natural parent's "desire for and right to  
20 'the companionship, care, custody, and management of his or her children' "is an  
21 interest far more precious than any property right.... "A parent's interest in the  
22 accuracy and justice of the decision to terminate his or her parental status is,  
23 therefore, a commanding one." 455 U.S. at 758, 102 S.Ct. 1388 (quoting *Lassiter*  
24 *v. Department of Social Services*, 452 U.S. 18, 27, 101 S.Ct. 2153, 68 L.Ed.2d 640  
25 (1981)). Moreover, the Supreme Court stated that the fundamental liberty interest a  
26 parent has in the custody and care of his or her child "does not evaporate simply  
27  
28

1 because they have not been model parents or have lost temporary custody of their  
2 child to the State." *Id.* at 753, 102 S.Ct. 1388.

3 167. In or about 2010- Foulz commenced a campaign to threaten and  
4 coerce Overcash to sign away his parental rights to Natasha and not oppose her  
5 adoption by Foulz and her then husband to be Paton.

6 168. Summer, 2010- Foulz only allowed Natasha to go to sleep away  
7 summer camp if it is done during Overcash's "vacation time" with Natasha,  
8 causing Overcash to lose parenting time with Natasha and creating a false lack of  
9 interest in spending time with Natasha.

10 169. Early 2011- Foulz and Foulz's parents physically attacked Overcash  
11 at the H.I.T.S. show grounds in front of Natasha. Police were called. Foulz and  
12 Foulz's parents with Natasha crying in the car left before the Police came.  
13 Overcash filed a Police Report.

14 170. March 19, 2011- Foulz made a false report to the Florida Department  
15 of Child Protective Services (DCF) that Overcash was building bombs at his house.  
16 DCF investigator Leslie-Merck investigated and found no evidence and no  
17 prosecution occurred.

18 171. May 31, 2011- Paton made a false "Stalking Report" with the Police  
19 against Overcash alleging stalking and Overcash filing a lawsuit against him. No  
20 action was taken on the Stalking Report. Paton subsequently filed a case based  
21 upon the Stalking Report on May 31, 2013. The case was dismissed in court  
22 proceedings on June 13, 2013.

23 172. In or about the summer, 2011- Foulz begins resisting Overcash's  
24 plans to take Natasha to the Bahamas and Paris on a vacation.

25 173. September 19, 2011- Swigert denied Foulz's opposition to Overcash  
26 taking Natasha out of the country on vacation by denying her opposition to  
27 surrender passport and ordering her to Execute Passport Application for Minor  
28



1 Child and Remove Child from Registration in the Children's Passport Issuance  
2 Database.

3 174. In or about September, 2011 onwards- Natasha was "bullied" at St.  
4 John's Lutheran School which she was attending pursuant to a 2006 court order.  
5 Overcash contacted the school in an attempt to stop the "bullying". The school  
6 responded by advising Foultz and Overcash that Natasha must be withdrawn from  
7 the school by February 3, 2012. Natasha desired to go to a "magnet school" where  
8 she was accepted. Foultz brought a motion to keep Natasha at St. John's Lutheran  
9 School and restrain Overcash from attending the school.

10 175. February 12, 2012 - Swigert ordered that Natasha shall remain at St.  
11 John's Lutheran School after the school advised the parties that the child is to be  
12 withdrawn from the school as of February 3, 2012 due to problems created by  
13 Overcash [complaining about "bullying"] and restricted Overcash's attendance at  
14 the school.

15 176. The order was done at a time when Swigert [due to his failure to timely  
16 respond to Overcash's motion to recuse] was not allowed to be a judge in the case  
17 due to the Petition for Writ of Prohibition having been filed and his subsequent  
18 disqualification due to a "deemed disqualification order" by the Fifth District Court  
19 of Appeal.  
20

21 177. Summer of 2012- Foultz refused to take Natasha to the orthodontist as  
22 required in the February 16, 2007- Final Judgment on Bifurcated Dissolution of  
23 Marriage.

24 178. August, 2012- Foultz violated the Marriage Settlement Agreement  
25 Paragraph 2 C requiring conferring with Overcash in all non-emergency medical  
26 care by taking Natasha to Ava Landt, a psychologist, while Natasha was seeing  
27 another agreed upon psychologist.  
28

1 179. October 12, 2012- Gurrola ordered that Foultz “must first take minor  
2 child [Natasha] to the orthodontist as per Final Order entered in this case” after  
3 numerous hearings during which Foultz refused to obey the Final Order.

4 180. January 10, 2013- Morales received the Case Summary in the  
5 dependency case on Natasha prepared by Victoria Smith and “Reviewed by” Dawn  
6 Westgate of Kimberly’s Center for Child Protection requested by the Child  
7 Protection Team, Children’s Medical Services of the Marion County Child  
8 Protection Team Funded by the State of Florida Department of Health.

9 181. DCF, Carroll, Morales, the Child Protection Team, and Children’s  
10 Medical Services of the Marion County Child Protection knew or should have  
11 known that neither Smith nor Westgate had certifications in the State of Florida  
12 according to the Medical Quality Assurance Board of Florida Certification Board.

13 182. January 24, 2013- DCF, its attorneys McGuigan and Johnson, and  
14 Morales concealed from the court: (1) the lack of certification of Westgate and  
15 Smith; and (2) DCF bias against Overcash.

16 183. Such action mislead the court [Robbins] to believe that the interview  
17 was conducted by certified interviewers and that DCF interviews were correct.

18 184. Robbins enters a temporary Shelter Order.

19 185. Robbins had previously removed herself from the *Overcash v.*  
20 *Overcash* case due to a conflict making the Shelter Order void in addition to the  
21 “fraud upon the court” engaged in by DCF, and its attorneys.

22 186. May 7, 2013- Rath stopped Overcash knowing that there were no  
23 outstanding warrants or charges against him and stated to Overcash that he was  
24 now glad that Overcash’s daughter was protected from him.

25 187. July 15, 2013- Wright informed Overcash he had a “bodily writ” to  
26 take Overash into custody on contempt charges which Wright knew or should have  
27 known were false immediately before a July 15, 2013 hearing on Foultz’s  
28

1 fraudulent motion for direct and indirect contempt of court for failure to pay  
2 attorney's fees amongst other things.

3 188. July 15, 2013- Shelnut outlines an agreement at a court hearing for  
4 the removal of Overcash's parental rights over Natasha and the adoption of  
5 Natasha by Foulz and Paton at Reporter's Transcript [RT] dated July 15, 2013  
6 pages 7-17.

7 189. The agreement requires all parts to be fulfilled or it is null and void.  
8 (RT, p. 17, ln. 2-17).

9 190. The agreement had the following parts: (1) Overcash agree to  
10 immediately terminate his parental rights and immediately sign a consent for  
11 stepparent adoption forms "today" July 15, 2013; (2) both parents cooperate to find  
12 an attorney to do a stepparent adoption; (3) both parents cooperate with DCF to  
13 remove their Supervision; (4) Foulz will be free to relocate as soon as she desires  
14 and DCF approves; (together RT, p. 9, ln. 1-25) (5) Overcash to pay \$180,000.00  
15 to Foulz with \$20,000.00 to be paid by 5:00 pm July 15, 2015, Foulz can do what  
16 she wants with the \$20,000.00, however if the balance of \$160,000.00 is not paid  
17 and Overcash has not done everything to remove his parental rights, the  
18 \$20,000.00 will be applied to the equitable distribution of the former marital home  
19 on which Shellnut thought the balance was \$177,000.00; (6) Overcash to continue  
20 paying child support in the amount of \$1,200.00 per month until his parental rights  
21 are terminated; (together RT, P. 10, ln. 1-24) (7) both parties will use their best  
22 efforts to get monies as the source of the monies is a borrowing against the former  
23 marital home; (RT, p. 10, ln. 25- p. 11, ln. 5) (8) the 45 day time period to obtain  
24 the loan could be extended based upon good faith; (9) out of the \$180,000.00  
25 Foulz will use that as she sees fit and will include all contributions for her  
26 attorneys' fees and costs; (together RT, p. 12, ln. 7-24) (10) Overcash to pay the  
27 fees of Behnke [the guardian ad litem] and Kelly Thompson; (RT, p. 12, ln. 25 – p.  
28

1 13, ln. 24) (11) Overcash to dismiss all lawsuits immediately with prejudice; (RT,  
2 P. 14, ln. 1-24) (12) Shelnuttt's judgment against Overcash for \$4,112.50 in a  
3 different lawsuit is not in the agreement; (RT, p. 15, ln. 4-25) and (12) the  
4 agreement is dependent on each of the terms being satisfied, if the agreement falls  
5 through the \$20,000.00 reverts to pay the equitable distribution and the adoption  
6 process would also be stopped, the whole deal is dependent on its parts, it is a  
7 package deal, it all gets done or nothing gets done. (RT, p., 17, Ln. 2-24)

8 191. The agreement confirmed that Overcash's responsibility "for all  
9 attorney's fees and costs associated with this dissolution action" pursuant to  
10 Paragraph 11 of the Marital Settlement Agreement and the February 16, 2007-  
11 Final Judgment on Bifurcated Dissolution of Marriage was limited to attorney's  
12 fees up to February 16, 2007 by encompassing attorneys' fees subsequent to that  
13 date.

14 192. Shelnuttt and Foultz knew that the agreement was a fraud and a sham  
15 and could not be fulfilled from the outset as: (1) Foultz never intended to and never  
16 did relinquish her title on the marital home after the Marital Settlement Agreement  
17 in 2007 thereby making it impossible for Overcash to obtain the \$180,000.00 loan;  
18 and (2) no monies were owed by Overcash to Foultz for either the equitable  
19 distribution of the marital home or post final judgment attorney's fees.

20 193. Overcash signed the Consent and Waiver by Parent Adoption  
21 Contract and Petition to Terminate Parental Rights Pending Stepparent Adoption  
22 and paid the \$20,000.00 by 5:00pm on July 15, 2013: (1) under the duress of the  
23 threat of being sent to jail on July 15, 2013; (2) in fear of physical harm which  
24 could occur while incarcerated; (3) physical, emotional and financial exhaustion;  
25 and (4) the prospect of facing seven (7) filings from Shelnuttt and Foultz (which are  
26 now shown to be sham), amongst other things.  
27  
28

1 194. July 16, 2013- Overcash fulfilled all terms of the agreement but the  
2 obtaining of the \$180,000.00 by July 16, 2013, which he would never be able to  
3 obtain due to the fraud of Shelnutt and Foultz knowing that Foultz would never  
4 fulfill her obligation to cooperate by transferring the title to the marital home to  
5 allow a loan to occur.

6 195. July 15, 2013- Overcash signed Consent and Waiver by Parent  
7 Adoption Contract without benefit of witnesses of his choice.

8 196. July 16, 2013- Gurrola held a hearing for termination of parental  
9 rights and terminated Overcash's parental rights to Natasha without Overcash  
10 having counsel present.

11 197. Violations of Sections 63.082(3) (b), 63.082(4) (d) and § 63.082(7) (a)  
12 by Gurrola:

13 (1) Florida Statute, Section 63.082(3) (b), required, as follows:

14 **“A good faith and diligent effort must be made to have each**  
15 **parent whose identity is known and whose consent is required**  
16 **interviewed by a representative of the adoption entity before the**  
17 **consent is executed. A summary of each interview, or a statement**  
18 **that the parent is unidentified, unlocated, or unwilling or unavailable**  
19 **to be interviewed, must be filed with the petition to terminate**  
20 **parental rights pending adoption. The interview may be excused by**  
21 **the court for good cause.”**

22 A review of the transcripts in the *Overcash v. Overcash* case reflects a  
23 complete absence of Gurrola being presented with this required interview also fails  
24 to show that the interview was ever “excused by the court for good cause.

25 (2) Florida Statute, Section 63.082(4)(d), states in relevant parts, that:

26 The person who signs the consent or the affidavit has the right to have  
27 at least one of the witnesses be an individual who does not have an  
28 employment, professional, or personal relationship with the adoption  
entity or the prospective adoptive parents. The adoption entity must

1 give reasonable advance notice to the person signing the consent or  
2 affidavit of the right to select a witness of his or her own choosing.”

3 At no time prior to the signing of the notice of termination of parental rights  
4 or the Petition for Termination of Parental Rights was Overcash afforded any  
5 advance notice about the selection of a witness of his own choosing by either  
6 opposing counsel or Gurrola.

7 (3) Florida Statute, Section 63.082(7)(a), provides that:

8 “The person seeking to revoke consent must, in accordance with  
9 paragraph (4)(c), notify the adoption entity in writing by certified  
10 mail, return receipt requested, within 3 business days after execution  
11 of the consent. As used in this subsection, the term “business day”  
12 means any day on which the United States Postal Service accepts  
certified mail for delivery.”

13 At no time did Gurrola advise Overcash about his ability to revoke the  
14 consent and the manner in which that revocation of consent needed to be  
15 communicated and the form in which it needed to be done. The reference  
16 contained in the Consent and Waiver by Parent Adoption Contract executed on  
17 July 15, 2013, simply states that “the consent to adoption” is “subject to a  
18 revocation period of three business days.”

19 198. July 16, 2013- Gurrola entered a Final Judgment Terminating Parental  
20 Rights Pending Stepparent Adoption on July 16, 2013, less than 24 hours after  
21 Overcash signed the Consent and Waiver by Parent Adoption Contract.

22 199. The effect of the Final Judgment Terminating Parental Rights Pending  
23 Stepparent Adoption being entered by Gurrola one day after signing the Consent  
24 and Waiver by Parent Adoption Contract removed the period of time that Overcash  
25 had to revoke his consent.  
26

27 200. September 18, 2013- Gurrola entered an order closing the dependency  
28 case.

1 201. November 1, 2013- Gurrola entered the Final Judgment of Adoption.

2 202. November 22, 2013- Clark used unnecessary and undue force on  
3 Overcash causing physical damage to Overcash's shoulder during an arrest on false  
4 charges of child support for which the warrant was thrown out at the arraignment  
5 as no such charges existed.

6 **5. Relevant International Treaty Provisions.**

7 203. The United States Constitution, Article 6, Clause 2 provides that  
8 treaties are part of the laws of the United States, are the supreme law of the land  
9 binding judges in every state as follows:

10 "This Constitution, and the laws of the United States which shall be made in  
11 pursuance thereof; **and all treaties made, or which shall be made, under**  
12 **the authority of the United States, shall be the supreme law of the land;**  
13 **and the judges in every state shall be bound thereby,** anything in the  
14 Constitution or laws of any State to the contrary notwithstanding."  
(Emphasis added.)

15 204. The United States has signed and ratified four international  
16 conventions which directly relate to, and prohibit the corruption that has  
17 occurred in this case.

18 **(1) The Inter-American Convention against**  
19 **Corruption.**

20 205. The Inter-American Convention Against Corruption entered into  
21 force March 6, 1997; for the United States October 29, 2000. Articles VI and  
22 VII define acts of corruption and require the parties which have not done so  
23 to enact domestic legislation to establish as criminal offenses the acts of  
24 corruption set forth in Article VI.

25 **(2) The Agreement Establishing the Group of States**  
26 **against Corruption (GRECO) with Appendix.**  
27  
28

1 206. The Agreement Establishing the Group of States against  
2 Corruption (GRECO) with Appendix entered into force May 1, 1999; for the  
3 United States September 20, 2000.

4 **(3) The United Nations Convention against Corruption.**

5  
6 207. The United Nations Convention against Corruption entered into  
7 force December 14, 2005: for the United States November 29, 2006. The  
8 relevant articles are:

9 **Article 5 Preventive anti-corruption policies and practices-** “Each  
10 **State Party shall, .....develop and implement or maintain effective,**  
11 **coordinated anti-corruption policies that promote the**  
12 **participation of society and reflect the principles of the rule of**  
13 **law, proper management of public affairs and public property,**  
14 **integrity, transparency and accountability.** Each State Party shall  
15 endeavor to establish and promote effective practices aimed at the  
16 prevention of corruption. Each State Party shall endeavor to  
17 periodically evaluate relevant legal instruments and administrative  
18 measures with a view to determining their adequacy to prevent and  
19 fight corruption. States Parties shall .... collaborate with each other  
20 and with relevant international and regional organizations in  
21 promoting and developing the measures referred to in this article. That  
22 collaboration may include participation in international programs and  
23 projects aimed at the prevention of corruption.”,

24 **Article 6 Preventive anti-corruption body or bodies-** “Each State  
25 **Party shall ensure..... the existence of a body or bodies.... that**  
26 **prevent corruption by such means as implementing policies**  
27 **referred to in article 5 of this Convention and, where appropriate,**  
28 **overseeing and coordinating the implementation of those**  
**policies;”**,

**Article 8 Codes of conduct for public officials-** “..each State Party  
shall endeavor to apply, within its own institutional and legal  
systems, codes or standards of conduct for the correct honorable  
and proper performance of public functions” taking “note of the  
International Code of Conduct for Public Officials contained in



1 **the annex to General Assembly resolution 51/59 of 12 December**  
2 **1996", "Each State Party shall also consider .... establishing measures**  
3 **and systems to facilitate the reporting by public officials of acts of**  
4 **corruption to appropriate authorities, when such acts come to their**  
5 **notice in the performance of their functions", "Each State Party shall**  
6 **endeavor.... to establish measures and systems requiring public**  
7 **officials to make declarations to appropriate authorities regarding,**  
8 **inter alia, all their outside activities, employment, investments, assets**  
9 **and substantial gifts or benefits from which a conflict of interest may**  
10 **result with respect to their functions as public officials", "Each State**  
11 **Party shall consider taking ...disciplinary or other measures against**  
12 **public officials who violate the codes or standards established in**  
13 **accordance with this article",**

14 **Article 11 Measures relating to the judiciary and prosecution**  
15 **services- "...each State Party shall....take measures to strengthen**  
16 **the integrity and to prevent opportunities for corruption among**  
17 **members of the judiciary. Such measures may include rules with**  
18 **respect to the conduct of members of the judiciary.",**

19 **Article 13 Participation of Society- "Each State Party shall take**  
20 **appropriate measures .....to promote the active participation of**  
21 **individuals and groups outside the public sector ....in the**  
22 **prevention of and the fight against corruption and to raise public**  
23 **awareness regarding the existence, causes, and gravity of and threat**  
24 **posed by corruption.",**

25 **Article 19 Abuse of functions - "Each State Party shall consider**  
26 **adopting such legislative and other measures as may be necessary**  
27 **to establish as a criminal offence, when committed intentionally,**  
28 **the abuse of functions or position, that is, the performance of or**  
29 **failure to perform an act, in violation of laws, by a public official**  
30 **in the discharge of his or her functions, for the purpose of**  
31 **obtaining an undue advantage for himself or herself or for**  
32 **another person or entity.",**

33 **Article 25 Obstruction of Justice- "Each State Party shall adopt**  
34 **such legislative and other measures as may be necessary to**  
35 **establish as criminal offences, when committed intentionally:**

1           **(a) The use of physical force, threats or intimidation or the**  
2           **promise, offering or giving of an undue advantage to induce false**  
3           **testimony or to interfere in the giving of testimony or the**  
4           **production of evidence in a proceeding in relation to the**  
5           **commission of offences established in accordance with this**  
6           **Convention;**

7           **Article 27 Participation and attempt-** “Each State Party shall adopt  
8           such legislative and other measures as may be necessary to establish  
9           as a criminal offence .... participation in any capacity such as an  
10          accomplice, assistant or instigator in an offence established in  
11          accordance with this Convention.”

12          **Article 28 Knowledge, intent and purpose as elements of an**  
13          **offense-** “Knowledge, intent or purpose required as an element of  
14          an offence established in accordance with this Convention may be  
15          inferred from objective factual circumstances.”

16          **Article 32 Protection of witnesses, experts, and victims -** “Each  
17          State Party shall take appropriate measures in accordance with  
18          its domestic legal system and within its means to provide effective  
19          protection from potential retaliation or intimidation for witnesses  
20          and experts who give testimony concerning offences established in  
21          accordance with this Convention and, as appropriate, for their  
22          relatives and other persons close to them.”

23          **Article 33 Protection of reporting persons-** “Each State Party  
24          shall consider incorporating into its domestic legal system  
25          appropriate measures to provide protection against any  
26          unjustified treatment for any person who reports in good faith  
27          and on reasonable grounds to the competent authorities any facts  
28          concerning offences established in accordance with this  
29          Convention.”

30          **Article 34 Consequences of acts of corruption-** “With due regard to  
31          the rights of third parties acquired in good faith, each State Party shall  
32          take measures, in accordance with the fundamental principles of its  
33          domestic law, to address consequences of corruption. **In this context,**  
34          **States Parties may consider corruption a relevant factor in legal**

1 proceedings to annul or rescind a contract, withdraw a concession  
2 or other similar instrument or take any other remedial action.”

3 **Article 35 Compensation for damage-** “Each State Party shall  
4 take such measures as may be necessary, in accordance with  
5 principles of its domestic law, to ensure that entities or persons  
6 who have suffered damage as a result of an act of corruption have  
7 the right to initiate legal proceedings against those responsible for  
8 that damage in order to obtain compensation.”

9 **Article 65 Implementation of the convention-** “Each State Party  
10 shall take the necessary measures, including legislative and  
11 administrative measures, in accordance with fundamental  
12 principles of its domestic law, to ensure the implementation of its  
13 obligations under this Convention.” (Emphasis added.) and

14 **(4) The International Covenant on Civil and Political Rights.**

15 208. The International Covenant on Civil and Political Rights entered  
16 into force March 23, 1976; for the United States September 8, 1992. It was  
17 approved under the “advise and consent” limitations of Article 2, Cl. 2 of the  
18 U.S. Constitution with a declaration (reservation) that Articles 1-27 are not self-  
19 executing thereby not creating a private right of action in U.S. courts.

20 209. This and other parts of the declaration created a dispute as to  
21 whether the non-self-execution declaration is compatible with Article 6, Cl. 2,  
22 the supremacy clause of the U.S. Constitution which makes the First, Fifth and  
23 Fourteenth Amendments the supreme law of the United States and raises the  
24 question of whether the declaration is constitutional as the Constitution allows  
25 legal action to enforce those amendments.

26 210. An issue also exists under customary international law and the  
27 Vienna Convention on the Law of Treaties, entered into force on January 27,  
28 1980 whether the Senate Non Execution Declaration is void as a matter of

1 international law. Article 19 of the Vienna Convention on the Law of Treaties  
2 specifies conditions under which states can offer reservations.

3 211. Such Article 19 precluded a “reservation which is incompatible  
4 with the object and purpose of the treaty”. Further Article 46 of the Vienna  
5 Convention on the Law of Treaties states:

6 “A State may not invoke the fact that its consent to be bound  
7 by a treaty has been expressed in violation of a provision of its  
8 internal regarding competence to conclude treaties as  
9 invalidating its consent unless that violation was manifest and  
10 concerned a rule of its internal law of fundamental importance.  
11 A violation is manifest if it would be objectively evident to any  
12 state conducting itself in the matter in accordance with normal  
13 practice and good faith.”

14 212. The United States signed the Vienna Convention on the  
15 Law of Treaties on April 24, 1970, however, the Senate has yet to ratify it. The  
16 Senate Declaration in approving the International Covenant on Civil and  
17 Political Rights clearly did not conform to international law and the Vienna  
18 Convention on the Law of Treaties.

19 213. Under the International Covenant on Civil and Political Rights,  
20 Articles 1-27 are self-executing. For example, the articles require action by the  
21 State Party without further legislation.

22 214. The relevant articles are as follows in relevant part:

23 **“Article 2**

24 **1. Each State Party to the present Covenant undertakes to**  
25 **respect and to ensure to all individuals within its territory**  
26 **and subject to its jurisdiction the rights recognized in the**  
27 **present Covenant, without distinction of any kind, such as**  
28 **race, color, sex, language, religion, political or other**  
**opinion, national or social origin, property, birth or other**  
**status.**

2. Where not already provided for by existing legislative or  
other measures, each State Party to the present Covenant

1 undertakes to take the necessary steps, in accordance with its  
2 constitutional processes and with the provisions of the present  
3 Covenant, to adopt such laws or other measures as may be  
4 necessary to give effect to the rights recognized in the present  
5 Covenant.

6 **3. Each State Party to the present Covenant undertakes:**

7 **(a) To ensure that any person whose rights or freedoms as**  
8 **herein recognized are violated shall have an effective**  
9 **remedy, notwithstanding that the violation has been**  
10 **committed by persons acting in an official capacity;**

11 **(b) To ensure that any person claiming such a remedy shall**  
12 **have his right thereto determined by competent judicial,**  
13 **administrative or legislative authorities, or by any other**  
14 **competent authority provided for by the legal system of the**  
15 **State, and to develop the possibilities of judicial remedy;**

16 **(c) To ensure that the competent authorities shall ratify it.**

17 215. The Senate Declaration in approving the International Covenant  
18 on Civil and Political Rights clearly did not conform to international law and  
19 the Vienna Convention on the Law of Treaties.

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21 Articles 1-27 are self-executing. For example, the articles require action by the  
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7 **committed by persons acting in an official capacity;**

8 **(b) To ensure that any person claiming such a remedy shall**  
9 **have his right thereto determined by competent judicial,**  
10 **administrative or legislative authorities, or by any other**  
11 **competent authority provided for by the legal system of the**  
12 **State, and to develop the possibilities of judicial remedy;**

13 **©) To ensure that the competent authorities shall enforce**  
14 **such remedies when granted. (Emphasis added.)**

#### 15 **Article 5**

16 **1. Nothing in the present Covenant may be interpreted as**  
17 **implying for any State, group or person any right to engage**  
18 **in any activity or perform any act aimed at the destruction**  
19 **of any of the rights and freedoms recognized herein or at**  
20 **their limitation to a greater extent than is provided for in**  
21 **the present Covenant.**

22 **2. There shall be no restriction upon or derogation from any**  
23 **of the fundamental human rights recognized or existing in**  
24 **any State Party to the present Covenant pursuant to law,**  
25 **conventions, regulations or custom on the pretext that the**  
26 **present Covenant does not recognize such rights or that it**  
27 **recognizes them to a lesser extent.” (Emphasis added.)**

28 217. In other articles, the rights are already encompassed in the First,  
Fifth and Fourteenth Amendments to the U.S. Constitution.

#### 29 **“Article 9**

30 **1. Everyone has the right to liberty and security of person.**  
31 **No one shall be subjected to arbitrary arrest or detention. No**  
32 **one shall be deprived of his liberty except on such grounds**  
33 **and in accordance with such procedure as are established**  
34 **by law.**

1 2. Anyone who is arrested shall be informed, at the time of  
2 arrest, of the reasons for his arrest and shall be promptly  
3 informed of any charges against him.

4 3. Anyone arrested or detained on a criminal charge shall be  
5 brought promptly before a judge or other officer authorized by  
6 law to exercise judicial power and shall be entitled to trial  
7 within a reasonable time or to release. It shall not be the general  
8 rule that persons awaiting trial shall be detained in custody, but  
9 release may be subject to guarantees to appear for trial, at any  
10 other stage of the judicial proceedings, and, should occasion  
11 arise, for execution of the judgment.

12 **4. Anyone who is deprived of his liberty by arrest or**  
13 **detention shall be entitled to take proceedings before a**  
14 **court, in order that that court may decide without delay on**  
15 **the lawfulness of his detention and order his release if the**  
16 **detention is not lawful.**

17 **5. Anyone who has been the victim of unlawful arrest or**  
18 **detention shall have an enforceable right to compensation.**  
19 (Emphasis added.)

#### 20 **Article 10**

21 **1. All persons deprived of their liberty shall be treated with**  
22 **humanity and with respect for the inherent dignity of the**  
23 **human person. (Emphasis added.)**

#### 24 **Article 14**

25 **1. All persons shall be equal before the courts and tribunals.**  
26 **In the determination of any criminal charge against him, or**  
27 **of his rights and obligations in a suit at law, everyone shall**  
28 **be entitled to a fair and public hearing by a competent,**  
independent and impartial tribunal established by law. ....  
(Emphasis added.)

#### **Article 17**

**1. No one shall be subjected to arbitrary or unlawful**  
interference with his privacy, family, home or  
correspondence, nor to unlawful attacks on his honor and  
reputation.

**2. Everyone has the right to the protection of the law**  
against such interference or attacks. (Emphasis added.)

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**Article 19**

1. Everyone shall have the right to hold opinions without interference.

2. Everyone shall have the right to freedom of expression; this right shall include freedom to seek, receive and impart information and ideas of all kinds, regardless of frontiers, either orally, in writing or in print, in the form of art, or through any other media of his choice.

3. The exercise of the rights provided for in paragraph 2 of this article carries with it special duties and responsibilities. It may therefore be subject to certain restrictions, but these shall only be such as are provided by law and are necessary:

(a) For respect of the rights or reputations of others;

(b) For the protection of national security or of public order (order public), or of public health or morals.

**Article 26**

**All persons are equal before the law and are entitled without any discrimination to the equal protection of the law. In this respect, the law shall prohibit any discrimination and guarantee to all persons equal and effective protection against discrimination on any ground such as race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status.” (Emphasis added.)**

**First Cause of Action for Violation of Civil Rights Against All Judge Defendants and Co Conspirator Swigert 42 U.S.C. § 1983**

221. Overcash re alleges Paragraphs 1- 111, 203-217 and each of them as if set forth in full.

222. 42 U.S.C. § 1983 states in relevant part:

**“Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any**



1 **rights, privileges, or immunities secured by the Constitution and laws,**  
2 **shall be liable to the party injured in an action at law, suit in equity, or**  
3 **other proper proceeding for redress,** except that in any action brought  
4 against a judicial officer for an act or omission taken in such officer's  
5 judicial capacity, injunctive relief shall not be granted unless a declaratory  
6 decree was violated or declaratory relief was unavailable. For the purposes  
7 of this section, any Act of Congress applicable exclusively to the District of  
8 Columbia shall be considered to be a statute of the District of Columbia.”  
9 (Emphasis added.)

10 223. Judge Defendants, and each of them, is an individual working with Co  
11 Conspirator Swigert acting in an administrative capacity in the Fifth Judicial  
12 Circuit under the color of Florida law.

13 224. Judge Defendants, and each of them, working with Co Conspirator  
14 Swigert acting in an administrative capacity in the Fifth Judicial Circuit under the  
15 color of Florida law engaged in a Joint Action, Common Scheme, Concert of  
16 Action, Conspiracy and Fraud Upon the Court, the purpose of which was to: (1)  
17 deprive Overcash of due process under the Fifth and Fourteenth Amendments by  
18 perverting and obstructing justice through violating the structure of the Florida  
19 judicial system in the selection of judges for family law division cases in particular  
20 the *Overcash v. Overcash* case by selecting judges for the *Overcash v. Overcash*  
21 case in direct violation of the Florida laws set forth herein; (2) require Overcash to  
22 engage in court proceedings without due process under the Fifth and Fourteenth  
23 Amendments by perverting and obstructing justice through violating the structure  
24 of the Florida judicial system in the selection of judges for family law division  
25 cases in particular the *Overcash v. Overcash* case by selecting judges for the  
26 *Overcash v. Overcash* case in direct violation of the Florida laws set forth herein;  
27 and (3) deny Overcash equal protection under the Fourteenth Amendment as set  
28 forth in the previous paragraphs incorporated herein.

1           224. In furtherance of the Joint Action, Common Scheme, Concert of  
2 Action, Conspiracy and Fraud Upon the Court, the Judge Defendants aided by the  
3 Co Conspirator Swigert engaged in the following overt acts amongst others:

4           (1) perverting and obstructing justice through violating the structure of  
5 the Florida judicial system in the selection of judges for family law division cases  
6 in particular the *Overcash v. Overcash* case by selecting judges for the *Overcash v.*  
7 *Overcash* case in direct violation of the Florida laws as set forth in paragraphs 1-  
8 111 herein;

9  
10           (2) requiring Overcash to engage in court proceedings without due process  
11 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
12 through violating the structure of the Florida judicial system in the selection of  
13 judges for family law division cases in particular the *Overcash v. Overcash* case by  
14 selecting judges for the *Overcash v. Overcash* case in direct violation of the  
15 Florida laws as set forth in paragraphs 1-111 herein; and

16  
17           (3) denying Overcash equal protection under the Fourteenth Amendment as  
18 set forth in paragraphs 1-111 herein.

19  
20           225. As a result of the Judge Defendants' and Co Conspirator Swigert's  
21 violation of the rights giving rise to this claim, Overcash was harmed by being  
22 required to endure approximately thirteen (13) years of constant litigation,  
23 expending monies to defend the cases [loss of property], the physical, mental and  
24 emotional distress of being involved in the litigation [loss of life], the loss of time  
25 at work and income required to appear in court and other places as part of the  
26 defense of the cases [loss of property], the loss of the marital home, the title of  
27  
28

1 which was never transferred [loss of property] and the loss of Natasha [loss of life]  
2 amongst other things.

3  
4 226. Overcash suffered damages in an amount to be determined at trial.

5 **Second Cause of Action for Violation of Civil Rights Against All Judge**  
6 **Defendants and Co Conspirator Swigert 42 U.S.C. § 1985 (2)**

7 227. Overcash re alleges Paragraphs 1- 111, 203-217, and 222-226 and  
8 each of them as if set forth in full.

9 228. 42 U.S.C. Section 1985 (2) states in relevant part:

10 “or if two or more persons conspire for the purpose of impeding, hindering,  
11 obstructing, or defeating, in any manner, the due course of justice in any  
12 State or Territory, with intent to deny to any citizen the equal protection of  
13 the laws....”

14  
15 229. Judge Defendants and each of them working with Co Conspirator  
16 Swigert conspired and acted in concert for the purpose of impeding, hindering,  
17 obstructing, or defeating, in any manner, the due course of justice in the State of  
18 Florida with intent to deny Overcash the equal protection of the laws.

19  
20 230. Judge Defendants, and each of them, working with Co Conspirator  
21 Swigert acting in an administrative capacity in the Fifth Judicial Circuit under the  
22 color of Florida law engaged in a Joint Action, Common Scheme, Concert of  
23 Action, Conspiracy and Fraud Upon the Court, the purpose of which was to: (1)  
24 deprive Overcash equal protection by perverting and obstructing justice through  
25 violating the structure of the Florida judicial system in the selection of judges for  
26 family law division cases in particular the *Overcash v. Overcash* case by selecting  
27 judges for the *Overcash v. Overcash* case in direct violation of the Florida laws set  
28 forth herein; (2) require Overcash to engage in court proceedings without equal

1 protection by perverting and obstructing justice through violating the structure of  
2 the Florida judicial system in the selection of judges for family law division cases  
3 in particular the *Overcash v. Overcash* case by selecting judges for the *Overcash v.*  
4 *Overcash* case in direct violation of the Florida laws set forth herein; and (3) deny  
5 Overcash equal protection under the Fourteenth Amendment as set forth in the  
6 previous paragraphs incorporated herein.

7  
8 231. In furtherance of the Joint Action, Common Scheme, Concert of  
9 Action, Conspiracy and Fraud Upon the Court, the Judge Defendants aided by the  
10 Co Conspirator Swigert engaged in the following overt acts amongst others:

11 (1) perverting and obstructing justice through violating the structure of  
12 the Florida judicial system in the selection of judges for family law division cases  
13 in particular the *Overcash v. Overcash* case by selecting judges for the *Overcash v.*  
14 *Overcash* case in direct violation of the Florida laws as set forth in paragraphs 1-  
15 111 herein;

16  
17 (2) requiring Overcash to engage in court proceedings without due process  
18 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
19 through violating the structure of the Florida judicial system in the selection of  
20 judges for family law division cases in particular the *Overcash v. Overcash* case by  
21 selecting judges for the *Overcash v. Overcash* case in direct violation of the  
22 Florida laws as set forth in paragraphs 1-111 herein; and

23  
24 (3) denying Overcash equal protection under the Fourteenth Amendment as  
25 set forth in paragraphs 1-111 herein.

26  
27 232. As a result of the Judge Defendants' and Co Conspirator Swigert's  
28 violation of the rights giving rise to this claim, Overcash was harmed by being

1 required to endure approximately thirteen (13) years of constant litigation,  
2 expending monies to defend the cases [loss of property], the physical, mental and  
3 emotional distress of being involved in the litigation [loss of life], the loss of time  
4 at work and income required to appear in court and other places as part of the  
5 defense of the cases [loss of property], the loss of the marital home, the title of  
6 which was never transferred [loss of property] and the loss of Natasha [loss of life]  
7 amongst other things.

8  
9 233. Overcash suffered damages in an amount to be determined at trial.

10 **Third Cause of Action for Declaratory and Other Relief Against Judge**  
11 **Defendants and Co Conspirator Swigert 28 U.S.C. § 2201 -2202**

12 234. Overcash re alleges Paragraphs 1- 111, 203-217, 222-226 and 228-  
13 233 each of them as if set forth in full.

14  
15 235. Judge Defendants, and each of them, working with Co Conspirator  
16 Swigert acting in an administrative capacity in the Fifth Judicial Circuit under the  
17 color of Florida law engaged in a Joint Action, Common Scheme, Concert of  
18 Action, Conspiracy and Fraud Upon the Court, the purpose of which was to: (1)  
19 deprive Overcash of due process under the Fifth and Fourteenth Amendments by  
20 perverting and obstructing justice through violating the structure of the Florida  
21 judicial system in the selection of judges for family law division cases in particular  
22 the *Overcash v. Overcash* case by selecting judges for the *Overcash v. Overcash*  
23 case in direct violation of the Florida laws set forth herein; (2) require Overcash to  
24 engage in court proceedings without due process under the Fifth and Fourteenth  
25 Amendments by perverting and obstructing justice through violating the structure  
26 of the Florida judicial system in the selection of judges for family law division  
27 cases in particular the *Overcash v. Overcash* case by selecting judges for the  
28

1 *Overcash v. Overcash* case in direct violation of the Florida laws set forth herein;  
2 and (3) deny Overcash equal protection under the Fourteenth Amendment as set  
3 forth in the previous paragraphs incorporated herein.

4  
5 236. In furtherance of the Joint Action, Common Scheme, Concert of  
6 Action, Conspiracy and Fraud Upon the Court, the Judge Defendants aided by the  
7 Co Conspirator Swigert engaged in the following overt acts amongst others:

8 (1) perverting and obstructing justice through violating the structure of  
9 the Florida judicial system in the selection of judges for family law division cases  
10 in particular the *Overcash v. Overcash* case by selecting judges for the *Overcash v.*  
11 *Overcash* case in direct violation of the Florida laws as set forth in paragraphs 1-  
12 111 herein;

13  
14 (2) requiring Overcash to engage in court proceedings without due process  
15 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
16 through violating the structure of the Florida judicial system in the selection of  
17 judges for family law division cases in particular the *Overcash v. Overcash* case by  
18 selecting judges for the *Overcash v. Overcash* case in direct violation of the  
19 Florida laws as set forth in paragraphs 1-111 herein; and  
20

21 (3) denying Overcash equal protection under the Fourteenth Amendment as  
22 set forth in paragraphs 1-111 herein.  
23

24 237. As a result of the Judge Defendants' and Co Conspirator Swigert's  
25 violation of the rights giving rise to this claim, Overcash was harmed by being  
26 required to endure approximately thirteen (13) years of constant litigation,  
27 expending monies to defend the cases [loss of property], the physical, mental and  
28 emotional distress of being involved in the litigation [loss of life], the loss of time

1 at work and income required to appear in court and other places as part of the  
2 defense of the cases [loss of property], the loss of the marital home, the title of  
3 which was never transferred [loss of property] and the loss of Natasha [loss of life]  
4 amongst other things.

5  
6 238. Overcash seeks an order setting aside the unlawful administrative  
7 assignments of judges in the Fifth Judicial Circuit family law division of the  
8 Circuit Court in and for Marion County and in particular the Overcash v. Overcash  
9 case based upon the fact that all such assignments were made in violation of the  
10 Florida laws set forth herein.

11  
12 239. Overcash does not have any remedy in the Florida Court system in  
13 that the administrators of the judicial appointment system are the same Defendant  
14 Judges violating the laws and the Florida Supreme Court has not acted to enforce  
15 the Florida laws to provide a fair and impartial judicial system.

16  
17 240. Overcash seeks a temporary restraining order, preliminary and  
18 permanent injunction restraining the Defendant Judges from violating the Florida  
19 laws, constitutional rights and international treaties set forth herein and prohibiting  
20 them from acting in the *Overcash v. Overcash* case or any case in which Overcash  
21 is a party.

22  
23 **Fourth Cause of Action for Violation of Civil Rights Against Defendants**  
24 **Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Fultz and Co Conspirators**  
**Swigert and Gurolla 42 U.S.C. § 1983**

25 241. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 203-217  
26 and each of them as if set forth in full.

1           242. Defendants Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Foultz, and  
2 each of them, working with Co Conspirators Swigert and Gurrola acting in an  
3 administrative capacity in the Fifth Judicial Circuit under the color of Florida law  
4 and as disqualified judges engaged in a Joint Action, Common Scheme, Concert of  
5 Action, Conspiracy and Fraud Upon the Court, the purpose of which was to: (1)  
6 deprive Overcash of due process under the Fifth and Fourteenth Amendments by  
7 perverting and obstructing justice through litigating sham and false claims for  
8 attorneys' fees and equitable distribution in the *Overcash v. Overcash* case; (2)  
9 require Overcash to engage in court proceedings without due process under the  
10 Fifth and Fourteenth Amendments by perverting and obstructing justice through  
11 litigating sham and false claims for attorneys' fees and equitable distribution in the  
12 *Overcash v. Overcash* case; and (3) deny Overcash equal protection under the  
13 Fourteenth Amendment as set forth in the previous paragraphs incorporated herein.  
14

15           243. In furtherance of the Joint Action, Common Scheme, Concert of  
16 Action, Conspiracy and Fraud Upon the Court, Defendants Shelnutt, Shelnutt,  
17 P.A., Guthrie, Koerner and Foultz aided by the Co Conspirators Swigert and  
18 Gurrola engaged in the following overt acts amongst others:  
19

20           (1) perverting and obstructing justice through litigating sham and false  
21 claims for attorneys' fees and equitable distribution in the *Overcash v. Overcash*  
22 case as set forth in paragraphs 112- 131 and 132-143 herein;  
23

24           (2) requiring Overcash to engage in court proceedings without due process  
25 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
26 through litigating sham and false claims for attorneys' fees and equitable  
27 distribution in the *Overcash v. Overcash* case as set forth in paragraphs 112- 131  
28 and 132-143 herein; and



1 (3) denying Overcash equal protection under the Fourteenth Amendment as  
2 set forth in paragraphs 112-131 and 132-143 herein.

3  
4 244. As a result of the Defendants Shelnut, Shelnut, P.A., Guthrie,  
5 Koerner and Foulz aided by the Co Conspirators Swigert and Gurrola violation of  
6 the rights giving rise to this claim, Overcash was harmed by being required to  
7 endure approximately thirteen (13) years of constant litigation, expending monies  
8 to defend the cases [loss of property], the physical, mental and emotional distress  
9 of being involved in the litigation [loss of life], the loss of time at work and income  
10 required to appear in court and other places as part of the defense of the cases [loss  
11 of property], and the loss of monies paid out pursuant to orders regarding the sham  
12 litigation and false claims [property] amongst other things.

13  
14 245. Overcash suffered damages in an amount to be determined at trial.

15 **Fifth Cause of Action for Violation of Civil Rights Against Defendants**  
16 **Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Foulz and Co Conspirators**  
17 **Swigert and Gurolla 42 U.S.C. § 1985 (2)**

18 246. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 203-217,  
19 242-245 and each of them as if set forth in full.

20  
21 247. Defendants Shelnut, Shelnut, P.A., Guthrie, Koerner, Foulz and  
22 each of them working with Co Conspirators Swigert and Gurrola conspired and  
23 acted in concert for the purpose of impeding, hindering, obstructing, or defeating,  
24 in any manner, the due course of justice in the State of Florida with intent to deny  
25 Overcash the equal protection of the laws.

26  
27 248. In furtherance of the Joint Action, Common Scheme, Concert of  
28 Action, Conspiracy and Fraud Upon the Court, Defendants Shelnut, Shelnut,

1 P.A., Guthrie, Koerner and Foultz aided by the Co Conspirators Swigert and  
2 Gurrola engaged in the following overt acts amongst others:

3 (1) perverting and obstructing justice through litigating sham and false  
4 claims for attorneys' fees and equitable distribution in the *Overcash v. Overcash*  
5 case as set forth in paragraphs 112- 131 and 132-143 herein;  
6

7 (2) requiring Overcash to engage in court proceedings without due process  
8 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
9 through litigating sham and false claims for attorneys' fees and equitable  
10 distribution in the *Overcash v. Overcash* case as set forth in paragraphs 112- 131  
11 and 132-143 herein; and  
12

13 (3) denying Overcash equal protection under the Fourteenth Amendment as  
14 set forth in paragraphs 112-131 and 132-143 herein.  
15

16 249. As a result of the Defendants Shelnutt, Shelnutt, P.A., Guthrie,  
17 Koerner and Foultz aided by the Co Conspirators Swigert and Gurrola violation of  
18 the rights giving rise to this claim, Overcash was harmed by being required to  
19 endure approximately thirteen (13) years of constant litigation, expending monies  
20 to defend the cases [loss of property], the physical, mental and emotional distress  
21 of being involved in the litigation [loss of life], the loss of time at work and income  
22 required to appear in court and other places as part of the defense of the cases [loss  
23 of property], and the loss of monies paid out pursuant to orders regarding the sham  
24 litigation and false claims [property] amongst other things.  
25

26 250. Overcash suffered damages in an amount to be determined at trial.  
27  
28

1                   **Sixth Cause of Action for Violation of Civil Rights Against Defendants**  
2                   **Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Foultz and Co Conspirators**  
3                   **Swigert and Gurolla 42 U.S.C. § 1983**

4                   251. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
5                   203-217, 242-245, 247-250 and each of them as if set forth in full.

6                   252. Defendants Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Foultz, and  
7                   each of them, working with Co Conspirators Swigert and Gurrola acting in an  
8                   administrative capacity in the Fifth Judicial Circuit under the color of Florida law  
9                   and as disqualified judges engaged in a Joint Action, Common Scheme, Concert of  
10                  Action, Conspiracy and Fraud Upon the Court, the purpose of which was to: (1)  
11                  deprive Overcash of due process under the Fifth and Fourteenth Amendments by  
12                  perverting and obstructing justice through litigating sham and false claims for  
13                  contempt for attorneys' fees and equitable distribution in the *Overcash v. Overcash*  
14                  case; (2) require Overcash to engage in court proceedings without due process  
15                  under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
16                  through litigating sham and false claims for contempt for attorneys' fees and  
17                  equitable distribution in the *Overcash v. Overcash* case; and (3) deny Overcash  
18                  equal protection under the Fourteenth Amendment as set forth in the previous  
19                  paragraphs incorporated herein.  
20

21                  253. In furtherance of the Joint Action, Common Scheme, Concert of  
22                  Action, Conspiracy and Fraud Upon the Court, Defendants Shelnutt, Shelnutt,  
23                  P.A., Guthrie, Koerner and Foultz aided by the Co Conspirators Swigert and  
24                  Gurrola engaged in the following overt acts amongst others:  
25  
26  
27  
28

1 (1) perverting and obstructing justice through litigating sham and false  
2 claims for contempt for attorneys' fees and equitable distribution in the *Overcash*  
3 *v. Overcash* case as set forth in paragraphs 112- 131, 132-143 and 144-152 herein;

4 (2) requiring Overcash to engage in court proceedings without due process  
5 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
6 through litigating sham and false claims for contempt for attorneys' fees and  
7 equitable distribution in the *Overcash v. Overcash* case as set forth in paragraphs  
8 112- 131, 132-143 and 144-152, herein; and  
9

10 (3) denying Overcash equal protection under the Fourteenth Amendment as  
11 set forth in paragraphs 112-131, 132-143 and 144-152, herein.  
12

13 254. As a result of the Defendants Shelnutt, Shelnutt, P.A., Guthrie,  
14 Koerner and Foultz aided by the Co Conspirators Swigert and Gurrola violation of  
15 the rights giving rise to this claim, Overcash was harmed by being required to  
16 endure approximately thirteen (13) years of constant litigation, expending monies  
17 to defend the cases [loss of property], the physical, mental and emotional distress  
18 of being involved in the litigation [loss of life], the loss of time at work and income  
19 required to appear in court and other places as part of the defense of the cases [loss  
20 of property], and the loss of monies paid out pursuant to orders regarding the sham  
21 litigation and false claims [property] amongst other things.  
22

23 255. Overcash suffered damages in an amount to be determined at trial.  
24

25 **Seventh Cause of Action for Violation of Civil Rights Against**  
26 **Defendants Shelnutt, Shelnutt, P.A., Guthrie, Koerner, Foultz and Co**  
27 **Conspirators Swigert and Gurolla 42 U.S.C. § 1985 (2)**  
28

1           256. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
2 203-217, 242-245 and each of them as if set forth in full.

3           257. Defendants Shelnut, Shelnut, P.A., Guthrie, Koerner, Foulz and  
4 each of them working with Co Conspirators Swigert and Gurrola conspired and  
5 acted in concert for the purpose of impeding, hindering, obstructing, or defeating,  
6 in any manner, the due course of justice in the State of Florida with intent to deny  
7 Overcash the equal protection of the laws.  
8

9           258. In furtherance of the Joint Action, Common Scheme, Concert of  
10 Action, Conspiracy and Fraud Upon the Court, Defendants Shelnut, Shelnut,  
11 P.A., Guthrie, Koerner and Foulz aided by the Co Conspirators Swigert and  
12 Gurrola engaged in the following overt acts amongst others:  
13

14           (1) perverting and obstructing justice through litigating sham and false  
15 claims for contempt for attorneys' fees and equitable distribution in the *Overcash*  
16 *v. Overcash* case as set forth in paragraphs 112- 131, 132-143 and 144-152 herein;  
17

18           (2) requiring Overcash to engage in court proceedings without due process  
19 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
20 through litigating sham and false claims for contempt attorneys' fees and equitable  
21 distribution in the *Overcash v. Overcash* case as set forth in paragraphs 112- 131,  
22 132-143 and 144-152 herein; and  
23

24           (3) denying Overcash equal protection under the Fourteenth Amendment as  
25 set forth in paragraphs 112-131, 132-143 and 144-152 herein.  
26

27           259. As a result of the Defendants Shelnut, Shelnut, P.A., Guthrie,  
28 Koerner and Foulz aided by the Co Conspirators Swigert and Gurrola violation of

1 the rights giving rise to this claim, Overcash was harmed by being required to  
2 endure approximately thirteen (13) years of constant litigation, expending monies  
3 to defend the cases [loss of property], the physical, mental and emotional distress  
4 of being involved in the litigation [loss of life], the loss of time at work and income  
5 required to appear in court and other places as part of the defense of the cases [loss  
6 of property], and the loss of monies paid out pursuant to orders regarding the sham  
7 litigation and false claims [property] amongst other things.

8  
9 260. Overcash suffered damages in an amount to be determined at trial.

10 **Eighth Cause of Action for Violation of Civil Rights Against Defendants**  
11 **Carroll, McGuigan, Johnson, Morales, Kimberly's Center, Rogers, Westgate,**  
12 **Smith and Co Conspirators Robbins and Gurolla 42 U.S.C. § 1983**

13 261. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
14 153-163, 203-217, 242-245, 247-250, 252-255, 257-260 and each of them as if set  
15 forth in full.

16  
17 262. Defendants Carroll, McGuigan, Johnson, Morales, Kimberly's Center,  
18 Rogers, Westgate, Smith and each of them, working with Co Conspirators Robbins  
19 and Gurrola acting in an administrative capacity in the Fifth Judicial Circuit under  
20 the color of Florida law and as disqualified judges engaged in a Joint Action,  
21 Common Scheme, Concert of Action, Conspiracy and Fraud Upon the Court, the  
22 purpose of which was to: (1) deprive Overcash of due process under the Fifth and  
23 Fourteenth Amendments by perverting and obstructing justice through litigating  
24 claims for a temporary Shelter Order based upon concealment of fact and  
25 concealment of bias in the dependency case; (2) require Overcash to engage in  
26 court proceedings without due process under the Fifth and Fourteenth  
27 Amendments by perverting and obstructing justice through litigating claims for a  
28

1 temporary Shelter Order based upon concealment of fact and concealment of bias  
2 in the dependency case; and (3) deny Overcash equal protection under the  
3 Fourteenth Amendment as set forth in the previous paragraphs incorporated herein.

4  
5 263. In furtherance of the Joint Action, Common Scheme, Concert of  
6 Action, Conspiracy and Fraud Upon the Court, Defendants Carroll, McGuigan,  
7 Johnson, Morales, Kimberly's Center, Rogers, Westgate, Smith aided by the Co  
8 Conspirators Robbins and Gurrola engaged in the following overt acts amongst  
9 others:

10 (1) perverting and obstructing justice through litigating claims for a  
11 temporary Shelter Order based upon concealment of fact and concealment of bias  
12 in the dependency case as set forth in paragraphs 144-152 and 153-163 herein;  
13

14 (2) requiring Overcash to engage in court proceedings without due process  
15 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
16 through litigating claims for a temporary Shelter Order based upon concealment of  
17 fact and concealment of bias in the dependency case as set forth in paragraphs 144-  
18 152 and 153-163 herein; and  
19

20 (3) denying Overcash equal protection under the Fourteenth Amendment as  
21 set forth in paragraphs 144-152 and 153-163 herein.  
22

23 264. As a result of the Defendants Carroll, McGuigan, Johnson, Morales,  
24 Kimberly's Center, Rogers, Westgate, Smith aided by the Co Conspirators Robbins  
25 and Gurrola violation of the rights giving rise to this claim, Overcash was harmed  
26 by expending monies to defend the cases [loss of property], the physical, mental  
27 and emotional distress of being involved in the litigation [loss of life], the loss of  
28 time at work and income required to appear in court and other places as part of the

1 defense of the case [loss of property], the loss of monies paid out pursuant to  
2 orders regarding the litigation [property] and the loss of Natasha [life] amongst  
3 other things.

4 265. Overcash suffered damages in an amount to be determined at trial.  
5

6 **Ninth Cause of Action for Violation of Civil Rights Against Defendants**  
7 **Carroll, McGuigan, Johnson, Morales, Kimberly's Center, Rogers, Westgate,**  
8 **Smith and Co Conspirators Robbins and Gurolla 42 U.S.C. § 1985 (2)**

9 266. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
10 153-163, 203-217, 242-245, 247-250, 252-255, 257-260, 262-265 and each of  
11 them as if set forth in full.

12 267. Defendants Carroll, McGuigan, Johnson, Morales, Kimberly's Center,  
13 Rogers, Westgate, Smith and each of them working with Co Conspirators Robbins  
14 and Gurrola conspired and acted in concert for the purpose of impeding, hindering,  
15 obstructing, or defeating, in any manner, the due course of justice in the State of  
16 Florida with intent to deny Overcash the equal protection of the laws.  
17

18 268. In furtherance of the Joint Action, Common Scheme, Concert of  
19 Action, Conspiracy and Fraud Upon the Court, Defendants Carroll, McGuigan,  
20 Johnson, Morales, Kimberly's Center, Rogers, Westgate, Smith aided by the Co  
21 Conspirators Robbins and Gurrola engaged in the following overt acts amongst  
22 others:  
23

24 (1) perverting and obstructing justice through litigating claims for a  
25 temporary Shelter Order based upon concealment of fact and concealment of bias  
26 in the dependency case as set forth in paragraphs 144-152 and 153-163 herein;  
27  
28



1 (2) requiring Overcash to engage in court proceedings without due process  
2 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
3 through litigating claims for a temporary Shelter Order based upon concealment of  
4 fact and concealment of bias in the dependency case as set forth in paragraphs 144-  
5 152 and 153-163 herein; and

6  
7 (3) denying Overcash equal protection under the Fourteenth Amendment as  
8 set forth in paragraphs 144-152 and 153-163 herein.

9  
10 269. As a result of the Defendants Carroll, McGuigan, Johnson, Morales,  
11 Kimberly's Center, Rogers, Westgate, Smith aided by the Co Conspirators Robbins  
12 and Gurrola violation of the rights giving rise to this claim, Overcash was harmed  
13 by expending monies to defend the cases [loss of property], the physical, mental  
14 and emotional distress of being involved in the litigation [loss of life], the loss of  
15 time at work and income required to appear in court and other places as part of the  
16 defense of the case [loss of property], the loss of monies paid out pursuant to  
17 orders regarding the litigation [property] and the loss of Natasha [life] amongst  
18 other things.

19  
20 270. Overcash suffered damages in an amount to be determined at trial.

21 **Tenth Cause of Action for Violation of Civil Rights Against Defendants**  
22 **Shelnutt, Shelnutt P.A., Guthrie, Koerner, Fultz, Paton, Carroll, Morales,**  
23 **Kimberly's Center, Rogers, Westgate, Smith Blair, Wright, Rath, Clark and**  
24 **Co Conspirators Swigert, Robbins and Gurolla 42 U.S.C. § 1983**

25 271. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
26 153-163, 164-202, 203-217, 218-241, 242-245, 247-250, 252-255, 257-260, 262-  
27 270 and each of them as if set forth in full.

1           272. Defendants Shelnutt, Shelnutt P.A., Guthrie, Koerner, Foulz, Paton,  
2 Carroll, Morales, Kimberly's Center, Rogers, Westgate, Smith, Blair, Wright,  
3 Rath, Clark and each of them, working with Co Conspirators Swigert, Robbins and  
4 Gurrola acting in an administrative capacity in the Fifth Judicial Circuit under the  
5 color of Florida law and as disqualified judges engaged in a Joint Action, Common  
6 Scheme, Concert of Action, Conspiracy and Fraud Upon the Court, the purpose of  
7 which was to: (1) remove Overcash's parental rights to Natasha and force the  
8 adoption of Natasha by Foulz and Paton; (2) deprive Overcash of due process  
9 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
10 through false statements, threats, duress, physical attacks and other actions to cause  
11 Overcash to relinquish his parental rights to Natasha; (3) require Overcash to  
12 engage in court proceedings without due process under the Fifth and Fourteenth  
13 Amendments by perverting and obstructing justice through false statements,  
14 threats, duress, physical attacks and other actions to cause Overcash to relinquish  
15 his parental rights to Natasha; and (4) deny Overcash equal protection under the  
16 Fourteenth Amendment as set forth in the previous paragraphs incorporated herein.  
17

18           273. In furtherance of the Joint Action, Common Scheme, Concert of  
19 Action, Conspiracy and Fraud Upon the Court, Defendants Shelnutt, Shelnutt P.A.,  
20 Guthrie, Koerner, Foulz, Paton, Carroll, Morales, Kimberly's Center, Rogers,  
21 Westgate, Smith, Blair, Wright, Rath, Clark aided by Co Conspirators Swigert,  
22 Robbins engaged in the following overt acts amongst others:  
23

24           (1) perverting and obstructing justice through false statements, threats,  
25 duress, physical attacks and other actions to cause Overcash to relinquish his  
26 parental rights to Natasha as set forth in paragraphs 144-152, 153-163 and 164-202  
27 herein;  
28

1 (2) requiring Overcash to engage in court proceedings without due process  
2 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
3 through false statements, threats, duress, physical attacks and other actions to cause  
4 Overcash to relinquish his parental rights to Natasha as set forth in paragraphs 144-  
5 152, 153-163 and 164-202 herein; and

6  
7 (3) denying Overcash equal protection under the Fourteenth Amendment as  
8 set forth in paragraphs 144-152, 153-163 164-202 herein.

9  
10 274. As a result of the Defendants Shelnut, Shelnut P.A., Guthrie,  
11 Koerner, Foulz, Paton, Carroll, Morales, Kimberly's Center, Rogers, Westgate,  
12 Smith, Blair, Wright, Rath, Clark aided by Co Conspirators Swigert, Robbins and  
13 Gurrola violation of the rights giving rise to this claim, Overcash was harmed by  
14 expending monies to defend the cases [loss of property], the physical, mental and  
15 emotional distress of being involved in the litigation [loss of life], the loss of time  
16 at work and income required to appear in court and other places as part of the  
17 defense of the case [loss of property], the loss of monies paid out pursuant to  
18 orders regarding the litigation [property], by being the victim of fraud, duress,  
19 physical attacks, false incarceration and the loss of Natasha [life] amongst other  
20 things.

21  
22 275. Overcash suffered damages in an amount to be determined at trial.

23  
24 **Eleventh Cause of Action for Violation of Civil Rights Against**  
25 **Defendants Shelnut, Shelnut P.A., Guthrie, Koerner, Foulz, Paton, Carroll,**  
26 **Morales, Kimberly's Center, Rogers, Westgate, Smith Blair, Wright, Rath,**  
27 **Clark and Co Conspirators Swigert, Robbins and Gurolla 42 U.S.C. § 1985 (2)**  
28

1 276. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
2 153-163, 164-202, 203-217, 218-241, 242-245, 247-250, 252-255, 257-260, 262-  
3 265, 267-270, 272-275 and each of them as if set forth in full.

4 277. Defendants Shelnut, Shelnut P.A., Guthrie, Koerner, Foulz, Paton,  
5 Carroll, Morales, Kimberly's Center, Rogers, Westgate, Smith, Blair, Wright,  
6 Rath, Clark and each of them working with Co Conspirators Swigert, Robbins and  
7 Gurrola conspired and acted in concert for the purpose of impeding, hindering,  
8 obstructing, or defeating, in any manner, the due course of justice in the State of  
9 Florida with intent to deny Overcash the equal protection of the laws.  
10

11 278. In furtherance of the Joint Action, Common Scheme, Concert of  
12 Action, Conspiracy and Fraud Upon the Court, Defendants Shelnut, Shelnut P.A.,  
13 Guthrie, Koerner, Foulz, Paton, Carroll, Morales, Kimberly's Center, Rogers,  
14 Westgate, Smith, Blair, Wright, Rath, Clark aided by Co Conspirators Swigert,  
15 Robbins and Gurrola engaged in the following overt acts amongst others:  
16

17 (1) perverting and obstructing justice through false statements, threats,  
18 duress, physical attacks and other actions to cause Overcash to relinquish his  
19 parental rights to Natasha as set forth in paragraphs 144-152, 153-163 and 164-202  
20 herein;  
21

22 (2) requiring Overcash to engage in court proceedings without due process  
23 under the Fifth and Fourteenth Amendments by perverting and obstructing justice  
24 through false statements, threats, duress, physical attacks and other actions to cause  
25 Overcash to relinquish his parental rights to Natasha as set forth in paragraphs 144-  
26 152, 153-163 and 164-202 herein and  
27  
28

1 (3) denying Overcash equal protection under the Fourteenth Amendment as  
2 set forth in paragraphs 144-152, 153-163 and 164-202 herein.

3  
4 279. As a result of the Defendants Shelnut, Shelnut P.A., Guthrie,  
5 Koerner, Foulz, Paton, Carroll, Morales, Kimberly's Center, Rogers, Westgate,  
6 Smith, Blair, Wright, Rath, Clark aided by Co Conspirators Swigert, Robbins and  
7 Gurrola violation of the rights giving rise to this claim, Overcash was harmed by  
8 expending monies to defend the cases [loss of property], the physical, mental and  
9 emotional distress of being involved in the litigation [loss of life], the loss of time  
10 at work and income required to appear in court and other places as part of the  
11 defense of the case [loss of property], the loss of monies paid out pursuant to  
12 orders regarding the litigation [property], by being the victim of fraud, duress,  
13 physical attacks, false incarceration and the loss of Natasha [life] amongst other  
14 things.

15  
16 280. Overcash suffered damages in an amount to be determined at trial.

17  
18 **Twelfth Cause of Action for Intentional Infliction of Emotional Distress  
Against All Defendants – Supplemental Jurisdiction 28 U.S.C. § 1367(a)**

19  
20 281. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
21 153-163, 164-202, 203-217, 218-241, 242-245, 247-250, 252-255, 257-260, 262-  
22 265, 267-270, 272-275, 277-280 and each of them as if set forth in full.

23  
24 282. Defendants' conduct was outrageous.

25  
26 283. Defendants intended to cause Overcash emotional distress by filing  
27 and pursuing sham litigations and violations of Overcash's constitutional rights for  
28 over thirteen (13) years.

1 284. Overcash suffered severe emotion distress.

2 285. Defendants' conduct was a substantial factor in causing Overcash's  
3 severe emotional distress.  
4

5 286. Overcash Stephan suffered damages in an amount to be determined at  
6 trial.  
7

8 287. Defendants acted with malice (acted with an intent to cause injury and  
9 was despicable with a willful disregard of the rights of Overcash), oppression  
10 (action was despicable with a willful disregard of the rights of Overcash and fraud  
11 (concealed material fact with intent to harm Overcash) toward Overcash justifying  
12 an award of punitive damages  
13

14 **Thirteenth Cause of Action for Negligent Infliction of Emotional**  
15 **Distress Against All Defendants – Supplemental Jurisdiction 28 U.S.C. §**  
16 **1367(a)**

17 288. Overcash re alleges Paragraphs 1- 111, 112-131, 132-143, 144-152,  
18 153-163, 164-202, 203-217, 218-241, 242-245, 247-250, 252-255, 257-260, 262-  
19 265, 267-270, 272-275, 277-280, 282-287 and each of them as if set forth in full  
20

21 289. Defendants' conduct was negligent.

22 290. Defendants caused Overcash Stephan emotional distress by filing and  
23 pursuing sham litigations and violations of Stephan Brooks' constitutional rights  
24 for over thirteen years.  
25

26 291. Overcash suffered severe emotion distress.  
27  
28

1 292. Defendants' conduct was a substantial factor in causing Stephan  
2 Brooks' severe emotional distress.

3 293. Overcash suffered damages in an amount to be determined at trial.  
4

5 **Prayer for Relief**

6  
7 WHEREFORE Plaintiff William Todd Overcash prays for judgment as follows:  
8

9 **First Cause of Action**

- 10 1. For damages to be determined at trial;  
11 2. For costs of suit;  
12 3. For attorney's fees;  
13 4. For such further relief as the Court deems just and proper.  
14

15 **Second Cause of Action**

- 16 1. For damages to be determined at trial;  
17 2. For costs of suit;  
18 3. For attorney's fees;  
19 4. For such further relief as the Court deems just and proper.  
20

21 **Third Cause of Action**

- 22  
23 1. For an order setting aside the unlawful administrative assignments of  
24 judges in the Fifth Judicial Circuit family law division of the Circuit  
25 Court in and for Marion County and in particular the Overcash v.  
26 Overcash case based upon the fact that all such assignments were made  
27 in violation of the Florida laws set forth herein.  
28

- 1 2. For a temporary restraining order, preliminary and permanent injunction  
2 restraining the Defendant Judges from violating the Florida laws,  
3 constitutional rights and international treaties set forth herein and  
4 prohibiting them from acting in the *Overcash v. Overcash* case or any  
5 case in which Overcash is a party.
- 6 3. For costs of suit;
- 7 4. For attorney's fees; and
- 8 5. For such further relief as the Court deems just and proper.

9  
10 **Fourth Cause of Action**

- 11 1. For damages to be determined at trial;
- 12 2. For costs of suit;
- 13 3. For attorney's fees;
- 14 4. For such further relief as the Court deems just and proper.

15  
16 **Fifth Cause of Action**

- 17 1. For damages to be determined at trial;
- 18 2. For costs of suit;
- 19 3. For attorney's fees;
- 20 4. For such further relief as the Court deems just and proper.

21  
22 **Sixth Cause of Action**

- 23 1. For damages to be determined at trial;
  - 24 2. For costs of suit;
  - 25 3. For attorney's fees;
  - 26 4. For such further relief as the Court deems just and proper.
- 27  
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**Seventh Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees;
4. For such further relief as the Court deems just and proper.

**Eighth Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees;
4. For such further relief as the Court deems just and proper.

**Ninth Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees;
4. For such further relief as the Court deems just and proper.

**Tenth Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees;
4. For such further relief as the Court deems just and proper.

**Eleventh Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees;
4. For such further relief as the Court deems just and proper.

**Twelfth Cause of Action**

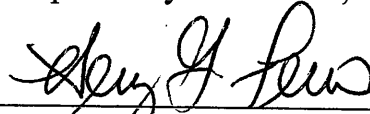
1. For damages to be determined at trial;
2. For punitive damages to be determined at trial;
3. For costs of suit;
4. For attorney's fees, if applicable;
5. For such further relief as the Court deems just and proper.

**Thirteenth Cause of Action**

1. For damages to be determined at trial;
2. For costs of suit;
3. For attorney's fees, if applicable;
4. For such further relief as the Court deems just and proper.

Dated: October 28, 2015

Respectfully submitted,

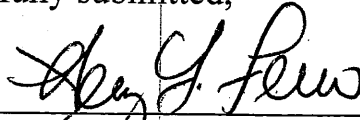


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Henry G. Ferro  
Ferro & Gourley, P.A.  
Attorneys for William Todd Overcash

Jury Trial Demanded on all Causes of Action

Dated: October 28, 2015 Respectfully submitted,



Henry G. Ferro  
Ferro & Gourley, P.A.  
Attorneys for William Todd Overcash

VERIFICATION

State of Florida

County of Marion

I, William Todd Overcash, declare as follows:

I am the Plaintiff herein. I have read the foregoing Verified Complaint and know its contents. The facts alleged in the Verified Complaint are within my own knowledge and I know these facts to be true. As to those facts alleged upon information and belief, I believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that the verification was executed on October 28, 2015 at Ocala, Florida.



William Todd Overcash