

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION

RANDALL TOWNSEND, individually,  
And RANDALL  
TOWNSEND, as  
F.S.617 REPRESENTATIVE for the  
FIRST BAPTIST CHURCH OF  
CITRUS PARK/CITRUS PARK  
CHRISTIAN SCHOOL

Plaintiffs,

Case No.2015-CA-001928

vs.

JOHN GRANT, individually, JOHN GRANT,  
As Registered Agent of First Baptist Church  
Of Citrus Park/Citrus Park Christian School,  
JOHN GRANT, P.A., et. Al.,  
Defendants

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PLAINTIFF'S MOTION TO STRIKE

ONLY PARTS OF DEFENDANTS MOTIONS TO DISMISS

COMES NOW, PLAINTIFF RANDALL TOWNSEND, INDIVIDUAL, PRO  
SE, and as F.S. 617.0834 Representative and per F.S.617.022(b) STATES:

BACKGROUND

By the filing of their Motion(s), Defendants Charles Denny IV, A.  
James Rolfes, the Firm of Dickinson & Gibbons P.A. and now through  
Attorney Rourke admit to perjury and Fraud on the Court and violations of  
F.R.O.P.C 4-3.1 as in their attempt to still defend criminal actions of Ronald  
L. Beck and "Others", these Defendants admit their "ineffective services"  
and malfeasance to their now alleged past clients these Plaintiff's here as  
the true Owners and Operators of the FBCCP/CPCS as non-sect members

**who elected Townsend as F.S.617.0834, since 1993, before the arrival of Beck as Senior Pastor, as Townsend to be their Representative advocating the BYLAWS and Legal Rights. By Proofs now of this Breach, Defendants here are forbidden per Contract Law to a further defense and this evidence must be used to show the conspiracy to conceal the Breach(s) and violations of law with their co-participants.**

**This Complaint continues Townsends actions since 1987, now with proofs of “lawyer ineffective services” that this 11th Circuit Court in earlier decisions on this LANE ET AL extended case where LANE/Publix ET AL is proved involved in ongoing RICO ACTS and as Salinas v. United States 522 U.S. 52, (1997) in acts by alias judges, Florida Bar Members and Politicians and others who took or benefited from QUID PRO QUO RICO Bribes and therefore as required to recuse themselves and their earlier Orders are null and void as the Orders of Florida Supreme Court Chief Judge Charles Canady, the Order of Fifth DCA Judges in 2006, and Judge Crenshaw in 2006, and Judge Moody in 2007, show these Defendant co-participants as Lane/Publix ET AL RICO Participants.**

**“There is no question of general doctrine that fraud violates the most solemn contracts, documents and even judgments” See U.S. v. Throckmorton, 98 U.S.61, 64 (1878).**

**“Fraud vitiates everything, and a judgment equally with a contract...”(Id. At 66, citing Wells, Res Adjudicata, Section 499).”**

**“Courts are constituted by authority and they cannot [act] beyond the power dedicated to them. If they act beyond that authority and certainly in contravention of it, their judgment and orders are regarded as nullities. They are not voidable, but simply void, and this even prior to reversal. Elliott v. Peirson 1 Pet. 328, 340; Old Wayne Life Ass’n v. Mc Donough, 204 U.S. 8, 27 Sup. Ct. 236; (See Valley v. Northern Fire & Marine Ins. Co, 254 U.S. 348, 353-354 (1920).**

**“If the underlying judgment is void, the judgment based upon it is also void.” See Austin v. Smith, 312 F.2d 337, 343 (1962). Thus Defendants and “Others DOE” concealment, omissions and frauds Under Color of Law denies due process to Townsend and Townsend ET AL.**

**The Supreme Court in Caperton v. A.T. Massey Cool Co. Ins. 556 U.S. (2009) per Tuney v. Ohio 273 U.S. 510, 532 (1927):**

**“Every procedure which would offer a possible temptation to the average man as a judge to forget the burden of proof required to convict the defendant, or which might lead him not to hold the balance nice, clear and true between the state and the accused, denies the latter due process of law.”**

**The Supreme Court states in Offutt v. United States, 348 U.S. 11, 14 (1954):**

**“A judge receiving a bribe from an interested party over which he the presiding does not give the appearance of justice.”**

**Since 11/1987, Townsend informed his first Attorney Patricia McCarthy of criminal acts (Drugs and RICO Extortion for Publix Executives**

to pass money to elected officials and others.) by his “Joint Venture” Business Partner, Charles Lane Jr./Sabal Marketing and McCarthy who failed to provide “honest services” and who intentionally betrayed her client, Townsend/Future Marketing and began collusion with Defendants and “Others Doe” as being sued herein.

Since about 10/1994, Ron Beck, individual, and as Senior Pastor of FBCCP/CPCS, until Beck claims he resigned 3/1/2008, yet Townsend alleges and believes by facts show it was a forced resignation or else by the Members now partly educated of the frauds of Beck and his “sect” with nonmember Deputies Jeffers, Howlett and Smoak illegally supported by Torts of John Grant ET AL, or be terminated because Townsend was finally in 2006 able to receive in part of his Bylaws Rights to receive at any demand the FBCCP business records demanded since 10/1994 and specifically on 9/8/1999 which showed Breach of Contracts and criminal acts as verified by Law enforcers and C.P.A.’s. and to conceal these crimes Defendants led illegally and by violations of the BYLAWS on 9/8/1999, allegedly removed Townsend from his FBCCP Officers Duties and in 10/1999 and since have illegally abducted Townsend from assembly with his children and his Church/School as Beck illegally in collusion with FBCCP Registered Agent and Lawyer/Senator John Grant, deputies, Townsend’s now x-wife Karen Harrod, “alias” judges and others to continue Breach of the Bylaws, thefts, frauds and collusion in violation of Due Process and Civil Rights.

1. Defendant Denny for Defendant Beck states this is a “rambling document” yet most of this Complaint is the creation of Denny with “alias” honorable Judge Marva Crenshaw who on said date of 5/10/2006, upon other research revealed her continued collusion with her co-participants in their confirmed illegal actions. Townsend now submits the 5/10/2006, Transcript into evidence and requests this Court take judicial notice to be included in this cases record. Further as Denny lists his co-defendants, Townsend affirms that each has been duly informed of these crimes and each continues in their conspiracy and frauds assisting Lane et. Al. as Denny was also the admitted lawyer for “Members At Large” which included Sheriff Deputies Joe Howlett, Tim Jeffers, Mike Smoak, Mike Corbin, and Judge Crenshaw 5/10/2006 and at other times admitted their guilt to the allegations of Malicious Prosecution assisting Beck and Karen Harrod Townsend and others as these acts still continue by their own admissions.

2. Defendant Beck was served in his persons and roles per F.S.617.022(b).

3. Defendant Denny admits, “Plaintiff has filed in this case is nearly identical in all pertinent respects to the Complaint he filed in the prior case...” but now claims his admissions of guilt by Beck and others as defendants herein are “rambling” as an attempt at “Fraud on the Court”. And as the transcript shows these added counts and Defendants were admissions by Denny and Crenshaw on 5/10/2006.

4. Denny and Beck are fully aware that Beck knowingly conspired with the advice of the “irresponsible attorneys” failing to provide “honest Services” to these Plaintiffs as Townsend and the FBCCP/CPCS F.S.617 Members as even in case 02-03812, Denny as Dickinson & Gibbons, P.A. allegedly represented the Corporation and the members per Denny’s statement in 2003 to Judge Arnold and per his 9/11/2007 letter and Motion to Judge Barbas questioning when was Barbas going to issue his order and what was it to say. Later it is learned that Barbas backdated an order in an attempt to “impede” any appeal of all issues. Now it appears Defendant Denny has had to admit his dual representation of Beck, these members for whom Townsend speaks and the Corporation Not For Profit were victims of Denny’s fraudulent representations for the benefit of Beck and the Sect as this is proved violated the interests of the FBCCP/CPCS Corporation and the true members as Townsend in the 5/10/2006 transcript alleged to Crenshaw but barred Townsend by their continuing conspiracy still ongoing. Denny and Crenshaw conceded to all the elements of Malicious Prosecution as written in the Second Amended Complaint they wrote, telling Townsend to be quiet and that he “could go after the others later”. Townsend refused being part of their conspiracy and frauds and continues going “after the others later” in this Complaint seeking justice from the continuing actions Beck et al willfully participated in as using his alias “Senior Pastor” position for their crimes and frauds and abduction of the children from his frauds and unjust enrichment which still continue and

**damages still continue because of Beck and Denny and Crenshaw, named Defendants and these Others "DOE" and Plaintiffs continue to seek restitution per F.S.617.022(b) and general reliefs now that the 11th Circuit Court of Appeals ruling of 2013 was released.**

**5. Denny confirms Becks frauds and Malicious Prosecution actions in 01-15813, for Repeat Violence as instructed to do so by HCSO Deputies Howlett and Smoak and others and Pinellas Deputy Jeffers and by Defendant John Grant and others, but omits that Beck was in collusion with Karen Harrod Townsend and others in their filing 01-15814, For Domestic Violence as also dismissed as actions were done for frauds to Defame Townsend and thus let co-participants continue as they still do their criminal acts.**

**6. By the admissions filed with this court in the Motions to Dismiss and the non responses to Summons void of defense by Co-Defendants the Breach of Contract(s), Breach of Fiduciary Duty, Tort(SLAPP) Violations of Federal and State Laws and violation of F.R.O.P.C. 4-3.1 (Prohibiting attorney from bringing or defending a suit.) have been proved as the rulings of the 11th Circuit Court of Appeals and the 5th DCA Robinson Case show the Malicious Purpose of Defendants and "Others DOE". If the lawyer, Bruce, and Linda, Chairperson of the Orlando County Commission (Chapins) fail to answer the Summons; Charles Denny IV, lawyer for Deputies Howlett, Smoak (Hillsborough County); Deputy Jeffers (Pinellas County); Deputy Corbin (Pasco County) admits the crimes; Mark Ober, individually, fails to**

answer the summons; Chief Judge Canady admits the crimes; Judge Marva Crenshaw admits the crimes; the 5th DCA admits the Chapin/Judge Powell/5th DCA/Florida Supreme Court (with judges having not taken their timely Oaths) crimes; then the multi-jurisdictional required duty of the FDLE Bailey and Sanz and others, knew to stop crimes is now affirmed.

7. Multiple Process Servers have been trying since 6/23/2015 to find and Serve Defendant John Grant ET AL, who the Process Server in the Affidavit reports John Grant has gone to Canada for some unknown time. John Grant Et.AL. was mailed the Complaint per the Notice of Service in the document 2/27/2015 and a copy was since left at his place of business.

8. The Florida Bar Pamphlet for the public states;

**“Legal and Binding Contracts**

The Florida Bar provides information for the public on certain general areas of law as well as specific legal issues on our Consumer Pamphlets....

A contract is an agreement between people or legal entities (such as corporations) in which one party agrees to perform a service or provide for goods in exchange for the payment of money or other goods or services.

The formation of a contract is accomplished when there is an offer and acceptance between the contracting parties of the exchange of “consideration” (that is, something of value). This offer and acceptance are sometimes referred to as a “meeting of the minds.” If the parties have not reached a meeting of the minds, then there is no agreement.

However, an agreement, even after an offer and acceptance, is not necessarily a legally binding contract. For instance, one cannot contract for an illegal or impossible act. In addition, in order to enter into a legally binding contract, you must have the capacity or legal ability to enter into that contract. For example, with some exceptions, minors do not have the capacity to enter into a contract.

For a contract to be binding, there also must be an offer and acceptance that involves the exchange of promises to act and/or provide goods, services or money. The act, promises, goods, services and/or money are called “consideration.” In order to have a binding, enforceable contract, there must be an exchange of consideration.

In addition, an agreement to do something or pay something can become binding if you act to your detriment while relying on the other party’s promise to perform. Similarly, in some cases, giving up the right to act in reliance on a promise may be sufficient consideration for a binding, legally enforceable contract....

#### **Understand the terms**

Contracts can limit rights as to which court a lawsuit may be brought in, whether the parties to the contract are entitled to a jury, the payment of attorney’s fees, and whether an alternative dispute resolution forum such as mediation or arbitration, is required....”

9. Plaintiffs have proved by these admissions of Defendants their both “Legal Malice” and “Actual Malice” in their joint “Malicious Purpose” to

**“impede” Plaintiff’s Profession and Civil Rights and damages by taking our money (even Religious Designated Money and Property) illegally and by taking our children illegally and by extrinsic frauds and frauds on the courts to “impede” the contract and Constitutional Rights that are to be retained in the “We the People.”**

**Therefore, as a Matter of Law based on these findings, Defendants in Breach of Contracts and Non Performance of a Fiduciary Duty cannot defend their “Shams”, unconstitutional defenses or claims of:**

- A. Statue of Limitations; B. Sovereign Immunity; C. Failure to “Notify” per F.S.768.28; D. failure to state a cause of action; E. failure to join indispensable parties; F. insufficiency of service of process; or any other defense; G. Res-judicata; H. nor can a party in Default or Legal Default continue many defenses.**

**10. Matters Of Law as per KAISNER V. KOLB 543 So2d 732, 1989 Fla. SCT 2682 and Salinas v. U.S. 522 at 65, 118 S.Ct. at 477, 139 L. Ed. 2d at 362:**

**“A conspirator must intend to further an endeavor which, if completed, would satisfy all of the elements of a substantive criminal offense, but it suffices that he adopt the goal of furthering or facilitating the criminal endeavor. He may do so in any number of ways short of agreeing to undertake all of the acts/omissions necessary for the crime’s completion.”**

**Are now proved herein even by the admissions of the Chief Justice of the Florida Supreme Court affirming the Florida Supreme Court Justices (who**

had not taken their oaths of office) and himself have willfully and knowingly participated in this conspiracy for their crimes.

11. Therefore, Plaintiffs request this Honorable Court to take judicial notice of each Defendants Motion to Dismiss and Plaintiffs Oppositions and Replys to Each Motion to Dismiss in the record of this Case to be incorporated herein for cause for Plaintiffs to file this verified R.O.C.P.

1.150(a) Motion to Strike.

12. Plaintiffs by this Motion to Strike do not attack the Defendants admissions of all or some material admissions and facts but intend this Motion attack their Defenses of Matters of Law as a Matter of Law.

13. Plaintiffs further request this court protect our Motions for Discovery to recover from Defendants damages; Our Contract Rights and demands for full restitution per our Contracts and Laws.

Respectfully Submitted by:

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#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was provided this day of \_\_\_\_\_ by e-filing to the Clerk of the 13th Circuit 800 East Twiggs St. Tampa, Florida 33602 and by emails as follows TVG Electronic FILING CASE NO: 292015CA001928A001HC, Shelley.cridlin@myfloridalegal.com; Christina.santacroce@myfloridalegal.com; Celia.wright@myfloridalegal.com; khornbee@hcsotampa.fl.us;

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araymond@dglawyers.com; cdenny@dglawyers.com;  
corourke@dglawyers.com; scruggspa@aol.com; kkharrod@gmail.com;  
Tim and Karen Jeffers 15217 W. County Line Road Odessa, Florida 33556.**

**SUPPORTING AFFIDAVIT**

**BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED  
RANDALL C. TOWNSEND, PRESENTING IDENTIFICATON, WHO UPON  
BEING DULY SWORN AND CAUTIONED EXECUTED AND STATED IN HIS  
OWN WORDS AND TOOK AN OATH THAT THE STATEMENTS AND THE  
THINGS CONTAINED THEREIN ARE TRUE AND CORRECT, TO THE BEST  
OF HIS KNOWLEDGE, INFORMATION AND BELIEF.**

**WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015,  
BY ID PRODUCED \_\_\_\_\_**

**NOTARY PUBLIC: \_\_\_\_\_**

**Respectfully submitted,**

**Randall C. Townsend, Pro Se and Per F.S.617.0834**

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