

UNITED STATES DISTRICT COURT

for the

Southern District of Illinois

Francis Schaeffer Cox

Case Number: 18-CV-173-SMY-RJD

(Clerk's Office will provide)

Plaintiff/Petitioner(s)

v.

Dodd, Terry, et al

(list of defendants attached)

Defendant/Respondent(s)

- ☐ CIVIL RIGHTS COMPLAINT  
pursuant to 42 U.S.C. §1983 (State Prisoner)  
☐ CIVIL RIGHTS COMPLAINT  
pursuant to 28 U.S.C. §1331 (Federal Prisoner)  
☒ CIVIL COMPLAINT  
pursuant to the Federal Tort Claims Act,  
28 U.S.C. §§1346, 2671-2680, or other law

Diversity Jurisdiction

28 USC §1362

Civil RICO

18 USC §1964(c)

Auxilliary Jurisdiction

28 USC §1367

I. JURISDICTION

Plaintiff:

- A. Plaintiff's mailing address, register number, and present place of confinement.

Francis Schaeffer Cox #16179-006  
USP-Marion  
PO Box 1000  
Marion, IL 62959

Defendant #1:

- B. Defendant Terry Dodd is employed as

(a) (Name of First Defendant)

Conman/Self-Professed Hebrew Prophet

(b) (Position/Title)

with self-employed

(c) (Employer's Name and Address)

At the time the claim(s) alleged this complaint arose, was Defendant #1 employed by the state, local, or federal government? ☐ Yes ☒ No

If your answer is YES, briefly explain:

-----  
Dodd, Terry  
Stitching Trust for Two, Inc  
Skrill, Stewart  
Rensel, Maria

Eberle, Inc  
Tammy Cali  
Ryan Mobly  
DMP, Inc dba Free Schaeffer Cox

Edward Snook dba US Observer  
Ron Lee  
James E Leuenberger  
James E Leuenberger, PC

**Defendant #2:**

C. Defendant Stitching Trust for Two, Inc is employed as

(Name of Second Defendant)

repository for laundered money

(Position/Title)

with self-employed

(Employer's Name and Address)

At the time the claim(s) alleged in this complaint arose, was Defendant #2 employed by the state, local, or federal government? ☐ Yes ☒ No

If you answer is YES, briefly explain:

**Additional Defendant(s) (if any):**

D. Using the outline set forth above, identify any additional Defendant(s).

attached

D. Defendant Stewart Skrill is employed as conman/tax protestor with self-employment. He is not a state, local, or, federal government employee.

Defendant #4:

E. Defendant Maria Rensel is unemployed. She is not a state, local, or, federal, government employee.

Defendant #5:

F. Eberle, Inc, is employed as a direct mail company with self-employment. It is not a state, local, or, federal, government employee.

Defendant #6:

G. Tammy Cali is the CEO and President of Eberle, Inc. She is not a state, local, or, federal, government employee.

Defendant #7:

H. Ryan Mobly is a Copywriter with Eberle, Inc. He is not a state, local, or, federal, government employee.

Defendant #8:

I. DMP, Inc dba as Free Schaeffer Cox is a shell company owned by Cali and/or Eberle, Inc. It is not a state, local, or, federal government employee.

Defendant #9:

J. Edward Snook dba US Observer is a conman and newspaper publisher who is self-employed. He is not a state, local, or, federal government employee.

Defendant #10:

K. Ron Lee is a conman, and, confederate of Edward Snook, employed by Snook. He is not a state, local, or, federal, government employee.

Defendant #11:

L. James Leuenberger is a licensed attorney, and, confederate of Snook, and, Lee. He is not a state, local, or, federal government employee.

Defendant #12:

M. James E Leuenberger, PC is a law firm with self-employment. It is not a state, local, or, federal, government employee.

## II. PREVIOUS LAWSUITS

A. Have you begun any other lawsuits in state or federal court relating to your imprisonment? ☒ Yes ☐ No

B. If your answer to "A" is YES, describe each lawsuit in the space below. If there is more than one lawsuit, you must describe the additional lawsuits on another sheet of paper using the same outline. Failure to comply with this provision may result in summary denial of your complaint.

1. Parties to previous lawsuits:

Plaintiff(s):

as attached

Defendant(s):

as attached

2. Court (if federal court, name of the district; if state court, name of the county):

as attached

3. Docket number:

as attached

4. Name of Judge to whom case was assigned:

as attached

5. Type of case (for example: Was it a habeas corpus or civil rights action?):

as attached

6. Disposition of case (for example: Was the case dismissed? Was it appealed? Is it still pending?):

as attached

7. Approximate date of filing lawsuit:

as attached

8. Approximate date of disposition:

as attached

III. GRIEVANCE PROCEDURE

A. Is there a prisoner grievance procedure in the institution? ☒ Yes No

B. Did you present the facts relating to your complaint in the prisoner grievance procedure? ☐ Yes ☒ No

C. If your answer is YES,  
1. What steps did you take?

2. What was the result?

D. If your answer is NO, explain why not.

This is not a prison grievance-related lawsuit.

E. If there is no prisoner grievance procedure in the institution, did you complain to prison authorities? ☐ Yes ☐ No

F. If your answer is YES,  
1. What steps did you take?

2. What was the result?

G. If your answer is NO, explain why not.

H. Attach copies of your request for an administrative remedy and any response you received. If you cannot do so, explain why not:

Not applicable.

#### IV. STATEMENT OF CLAIM

- A. State here, as briefly as possible, when, where, how, and by whom you feel your constitutional rights were violated. Do not include legal arguments of citations. If you wish to present legal arguments or citations, file a separate memorandum of law. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. If your claims relate to prison disciplinary proceedings, attach copies of the disciplinary charges and any disciplinary hearing summary as exhibits. You should also attach any relevant, supporting documentation.

##### Nature of the Claim

-----

This is a claim invoking the Court's diversity jurisdiction pursuant to 28 USC §1362 for the following torts pursuant to the laws of the State of Illinois:

- 1) Violation of the Illinois Uniform Deceptive Trade Practices Act 815 ILCS §510 et seq;
- 2) Violation of the Illinois Consumer Fraud And Deceptive Business Practices Act 815 ILCS §505, et seq;
- 3) Fraud; and, conspiracy to defraud;
- 4) Unjust enrichment;
- 5) Breach of contract, and, implied contract;
- 6) Tortuous interference with prospective economic advantage;
- 7) Tortuous interference with contract, and, implied contract;
- 8) Tortuous interference with business.

The actual amount of the unjust enrichment in this case is estimated to exceed \$3 million.

Cox also brings civil RICO, and, civil RICO conspiracy claims involving an enterprise engaged in fraud, and, money laundering.



- 1) Terry Dodd is resident of Colorado, address 10940 S Parker #767, Parker, Colorado, 80134.
- 2) Stitching Trust for Two, Inc, is a Colorado C-Corporation, address 10940 S Parker #767, Colorado, CO, 80134.
- 3) Stewart Skrill is a resident of Florida, address 2206 Chaney Dr Apt 380 Ruskin, Florida, 33579.
- 4) Maria Rensel is a resident of Alaska, address 1676 Taroka Dr Fairbanks, AK 99709.
- 5) Eberle, Inc, is a Virginia C-Corporation, address 1420 Spring Hill Rd #490 McLean, Virginia 22102.
- 6) Tammy Cali is a Virginia resident, address 1420 Spring Hill Rd #490 McLean, Virginia 22102.
- 7) Ryan Mobly is a Virginia resident, address 1420 Spring Hill Rd #420, McLean, Virginia 22102.
- 8) DMP, Inc, dba Free Schaeffer Cox is a Maryland C-Corporation address 1150 Conrad Court, Hagerstown, MD 21740.
- 9) Edward Snook dba US Observer is an Oregon resident 2051 W Jones Creek Rd, Grants Pass, OR, 97526.
- 10) Ron Lee is an Oregon resident address 2051 W Jones Creek Rd Grants Pass, OR, 97526.
- 11) James E Leuenberger is an Oregon resident address 5200 SW Meadows Suite 180 Lake Oswego, OR 97035.
- 12) James E Leuenberger, PC, is an Oregon Professional Corporation address 5200 SW Meadows Suite 180 Lake Oswego, OR 97035.
- 13) Francis Schaeffer Cox is a resident of USP-Marion, PO Box 1000, Marion, IL 62959 in Marion, Illinois.

Complaint

- 
- 14) From 2007 to 2008, Francis Schaeffer Cox was an organizer for the Ron Paul for President campaign, a delegate to the Alaskan State Republican Convention, and, a candidate for state legislature in Alaska State House District 7, serving Fairbanks, Alaska.
  - 15) Gene Brokaw, now deceased, was a Republican Party District Chairman who met Cox at the 2008 Alaska State Republican Convention.
  - 16) In November 2009, Brokaw, and, Cox, travelled to Chicago, Illinois to participate in a Continental Congress hosted by We The People, a tax protest group.
  - 17) At the Continental Congress, Cox met Stewart Skrill, and, Terry Dodd.
  - 18) Unbeknownst to Cox at the time, Dodd has a long criminal history of theft by fraud.
  - 19) Cox was arrested March 10, 2011, by the FBI's Joint Terrorism Task Force for his involvement in the Alaskan Peacekeeper Militia. Cox was indicted, and, convicted, of conspiracy to commit murder, weapons, and, explosives, charges. On January 8, 2013, Cox was sentenced to 310 months imprisonment, since vacated.
  - 20) Maria Rensel has been friends with Cox since 2007, when they worked together on the Ron Paul campaign. M Rensel testified on Cox' behalf at trial. M Rensel is married to Bill Rensel.

- 21) Richard Neff has been a friend of Cox since Cox dated Neff's daughter in 2000.
- 22) M Rensel, and, Neff, worked together to obtain letters of support for Cox' sentencing.
- 23) In January 2014, M Rensel reached agreement with Neff to organize support for Cox' ongoing legal defense. M Rensel then contacted Cox to inform him of that agreement. The three reached agreement in principle to work for Cox' legal defense.
- 24) At this time, there were ongoing efforts from multiple parties to assist Cox' legal defense, including websites, Facebook pages, a YouTube channel, and, other efforts.
- 25) In February 2014, Brokaw joined the agreement with Neff, and, M Rensel, to assist with Cox' legal defense.
- 26) In March 2014, unbeknownst to Cox, Skrill, and, Dodd, joined the agreement with Brokaw, and, M Rensel, to assist Cox.
- 27) At this time, unbeknownst to Cox,  
Skrill, and, Dodd, had reached agreement to defraud Cox and his supporters,
- 28) In July, and, August, 2014, Cox had a disagreement with his Court-appointed counsel that, ultimately led to her removal. At this time, Skrill, and, Dodd, suggested to Brokaw, Neff, and, M Rensel, that they form a partnership to raise money utilizing Cox' name. This partnership would become known as "Free Schaeffer Cox (a project of Alaskans for Liberty)", or, "the Board". This unincorporated partnership will be

referred to as "the Board" herein, and, constituting the core of the RICO enterprise.

- 29) Skrill, and, Dodd's, plan, which eventually involved others, was to pretend that funds raised by the Board would be used to hire counsel for Cox. Instead, Skrill, and, Dodd, at this time, intended to take possession of any funds so collected by fraud,
- 30) At this time, Skrill suggested to the Board that they contract with Eberle, Inc, a direct mail company, to raise money in Cox' name.
- 31) At all times during the events that followed, Cox was resident at USP-Marion in Marion, Illinois.
- 32) Dodd proclaimed himself "Chairman" of the Board. To gain influence over other members, Dodd proclaimed an idiosyncratic religious power where he could contact the "Rua ha-Qodem", Hebrew for "Seers of the Sacred." Dodd would claim to other Board members that the Rua ha-Qodem were guiding his decisions.
- 33) M Rensel particularly fell under Dodd's religious influence. At this time of formation of the Board, M Rensel was designated to communicate with Cox as agent for the Board.
- 34) In August 2014, M Rensel presented Cox with a proposed oral agreement with the Board. According to the terms of the agreement, Cox would authorize the Board to collect money on his behalf, utilize his name, and, likeness, and, author fundraising material. The Board would then contract with Eberle, Inc, to raise money. A bank account, "the legal

by the Board would be deposited to that account, and, the Board would disburse the funds in this account at Cox' direction. Cox agreed to these terms for the use of his identity.

35) At all times during the following events, Tammy Cali was CEO and President of Eberle, Inc, and, Ryan Mobly was a copywriter for Eberle, Inc.

36) After Cox reached agreement on terms, and, conditions, for the use of his identity with the Board, M Rensel gave Cox Mobly's contact information. Cox then contacted Mobly, and, would have regular contact with Mobly by email, and, telephone until February 2016.

37) Mobly informed Cox that Eberle, Inc, had previously raised money for prisoner legal defense funds, and, that Eberle Inc would raise funds for Cox on the following terms and conditions: When mailings would be made, they would return a gross. From this gross Eberle, Inc, would subtract certain expenses. In practice, Eberle, Inc, eventually took approximately 93% of the donations received as "expenses" of various sorts. Exhibit A. After expenses had been subtracted from the gross, Cox would receive the net. Cox understood this to mean that the net would be his property; no mention was made of Eberle, Inc, contracting with the Board on Cox' behalf. The first mailing was to be a "test" mailing. If successful, Mobly stated that Eberle, Inc, would then offer Cox a contract for additional mailings. Based upon these representations, Cox agreed to allow his name, and, identity, to be used to conduct a test mailing,

and, to assist in the preparation of that test mailing, which would go to 100,000 people. Cox then prepared, and, sent to Eberle, Inc, Exhibit B, the text of a proposed fundraising letter.

- 38) In January 2015, Mobly informed Cox that the test mailing had been very successful, and, that a contract would be offered.
- 39) On February 25, 2015, Tammy Cali of Eberle, Inc, sent M Rensel Exhibit A, a letter stating that the test mailing had netted over \$38,000 for the Board, and, containing a check commemorating an electronic transfer of funds from United Bank account # 0067235752 to the Board, said account belonging to defendant DMP, Inc dba Free Schaeffer Cox, DMP, Inc, is a holding company that Cali, and, Eberle, Inc, set up to receive, and, process, funds associated with the test mailing.
- 40) Cali, Mobly, Eberle, Inc, and, the Board, then agreed that a 501(c)(4) company owned by Brokaw, defendant Alaskans for Liberty, Inc, would be used to collect funds for the mailing in order to use the tax-exempt status to reduce postage costs. At this time, the pretense that Dodd, Skrill, M Rensel, Neff, and, Brokaw, constituted "the Board" of Alaskans for Liberty, Inc, was adopted. However, Dodd, and, Skrill, made it clear to Cali, Mobly, and, Eberle, Inc, that they instead represented an unincorporated, unregistered, entity which they referred to as a "trust" called "Free Schaeffer Cox (a project of Alaskans for Liberty)". M Rensel was also at this time aware of the diversion of funds away from Alaskans for Liberty.

Cox was not aware of said diversion of funds away from

their stated goal.

- 41) Mobly contacted Cox, and, despite knowing that Dodd had represented himself as "Chairman" of "Free Schaeffer Cox (a Project of Alaskans for Liberty)", an unincorporated, unregistered, "trust", and, not Alaskans for Liberty, Inc, a Wyoming C-corporation, and, registered 501(c)(4) non-profit, Mobly urged Cox to allow Eberle, Inc, to contract with said unincorporated, unregistered, trust, so that Eberle, Inc, would receive reduced postage rates in their fundraising efforts.
- 42) M Rensel, acting at the instruction of Dodd, and, aware of the untruthfulness of her statements, made similar misrepresentations to Cox in order to obtain for Dodd, and, Skrill, the use of Cox' identity.
- 43) On March 11 2015, Neff, and, M Rensel, on behalf of the Board, entered into contract with Eberle, Inc; Tammy Cali then signed said contract for Eberle, Inc, March 18, 2015..  
Exhibit C.
- 44) No later than this date, Dodd, and, Skrill, had reached agreement with Ed Snook to utilize Snook, and, his confederates, Ron Lee, James E Leuenberger, and, James E Leuenberger, PC, to launder the proceeds of the mail fraud as part of the Board enterprise. Snook, and, his confederates, will be herein referred to as the "US Observer Group." As part of this agreement to launder the proceeds of the fraud, Dodd, and, Skrill, would persuade the Board to retain members of the US Observer Group for the purpose of providing various

services. Such services would never actually be provided,

though, at various times, members of the US Observer group would make phone calls, or, apperances, to assure Cox, and the other victims, that they were doing important work, everything was going according to plan, and, they could not discuss the work because of its sensitive nature.

- 45) On March 23, 2015, Brokaw, acting as President of Alaskans for Liberty, Inc, contracted with Snook for "investigatory services", paying \$500.00. No contract was ever entered into by Cox, or, the unincorporated, unregistered, "trust" which was receiving funds from Eberle, Inc. Exhibit D.
- 46) Despite having no contract, and, receiving no services, over the course of the next year, the Board would transfer, at Dodd's direction, over \$100,000 of the proceeds of the fraud to Snook,
- 47) Additionally, Dodd, and, Skrill, disbursed other funds either to themselves, or, entities under their control, including Stitching Trust for Two, Inc,
- 48) On April 12, 2015, in furtherance of the fraud, Cox received Exhibit E, an email authored by Dodd, signed by Brokaw, Dodd Neff, Skrill, and, M Rensel, and, communicated to Cox by M Rensel. The email states that all funds raised would be expended for Cox, urges Cox to be secretive about his business relationships, and, demands that Cox yield total control of his legal defense to the Board. It also incorporates elements of Dodd's pseudo-Hebrew religious ideology, which he was now using to control M Rensel, and, others. Cox did not assent to these terms.



- 49) From April 2015, to February 2016, Cox assisted Eberle, Inc, in preparing mailers. A typical mailer is Exhibit F. Overall, by February 2016, based upon representations made to Cox by Mobly, and, the fact that 93% of the gross was going to Eberle, Inc, in various forms, Cox believes that over \$2 million dollars in donations were raised, and, that approximately \$144,000 in net was transferred to the legal defense fund account, and/or, the Board.
- 50) During the period April 2015 to February 2016, M Rensel continued to act as Dodd's, Skrill's, and, "the Board's" contact with Cox. M Rensel passed on to Cox Dodd's, and, Skrill's assurances that the money raised was being retained to be used on Cox' behalf. In actuality, this money was being expended for Dodd's, and, Skrill's, benefit, and, being laundered to Snook, and, other entities.
- 51) During the period April 2015 to February 2016, Cox was in intermittent contact with Snook, who assured Cox that things were "perfect", and, that the Us Observer group was on the verge of a "big break".
- 52) In September 2015, Brokaw died. B Rensel replaced Brokaw on "the Board".
- 53) In January 2016, Cox asked M Rensel to disburse about \$5000 to an attorney for legal work relating to Cox' defense.
- 54) On February 11, 2016, M Rensel informed Cox via email that the Board had voted against disbursing funds to Cox' attorney because attorneys "were a waste of time", and, that, instead, the Board had voted for money for the US Observer group. This was the first that Cox understood that he was

dealing with an entity calling itself "the Board", and, not

Alaskans for Liberty, Inc. Still, Cox did not understand that he was being defrauded.

- 55) That same day, Cox notified Mobly, Cali, and, Eberle, Inc, that he believed that he had been defrauded, and, that he was instructing them to stop all mailings. Exhibit F.
- 56) On February 18, 2016, Mobly sent Cox an email from Cali stating the Eberle, Inc, refused to stop the fraudulent mailings, that they had contracted with the Board, that they had only contracted with the Board, and, that they would only take instructions from the Board. Exhibit G. Despite knowing that they were aiding, and, abetting, fraud, deceitful practices, unjust enrichment, and, other torts, Eberle, Inc, then continued to disburse proceeds of the fraud to the Board.
- 57) Between February 18, 2016, and, March 7, 2016, Eberle, Inc, Cali, and, Mobly, did decide to temporarily stop the fraudulent mailings.
- 58) On March 7, 2016, M Rensel sent an email authored by Dodd, Exhibit H, to Cox claiming that Cox had violated his "contract", the April 2015 email, with the Board, and, demanding that Cox continue to allow the fraudulent misuse of his identity while wholly submitting to the Board's authority.
- 59) On March 10, 2016, M Rensel sent an email, Exhibit I, to Cox which refers to Cox as "FF" for reasons unknown. The email also urged Cox to allow the fraud to continue.
- 60) In April 2016, in order to lull Cox back into compliance with the fraud, Dodd, and, Skrill, arranged with Snook for

his confederate, Ron Lee, to travel to Fairbanks, Alaska, at "the Board's" expense, in order to "investigate". No actual investigation occurred. Instead, Lee met with M Rensel to secure M Rensel's further compliance with the fraud,

- 61) In May 2016, in furtherance of the fraud, Dodd, Skrill, and, Snook, arranged for James E Leuenberger, and, James E Leuenberger, PC, Snook's attorney, to contact Cox for the purpose of becoming Cox' "attorney". At this time, Leuenberger was not licensed to practice law in Alaska, or, in Illinois, and was not admitted to any federal bar in either state. Further, Cox was represented by the Alaska Federal Defender's Office on direct appeal, and, said office had agreed, should Cox' direct appeal fail, to prepare a 28 USC §2255 pleading pro bono on Cox' behalf.
- 62) Despite not being potentially able to provide legal services to Cox, Leuenberger, and, Leuenberger, PC, induced Cox to sign an agreement with Cox to prepare for Cox a "post-relief petition." Exhibit J. The contract authorized the Board to pay Leuenberger \$10,000, and, "all fees, and, expenses, charged by any ... investigators", a reference to other members of the US Observer group.
- 63) Leuenberger, and, Leuenberger, PC, did receive \$10,000. No legal work was performed on Cox' behalf, and, Leuenberger has since demanded additional funds from Cox.
- 64) In June 2016, now fooled by the Board, and, the US Observer Group, Cox agreed to allow Eberle, Inc, Cali, and, Mobly, to resume using his identity in mailings. Despite knowing that they were potentially engaged in deceptive trade practices, fraud, and, unjust enrichment, among other torts, Eberle,

Inc, Cali, and, Mobly, then resumed the fundraising mailings.

65) Based upon information provided by Mobly, and, estimates provided by Cali, and, Eberle, Inc, Cox believes that there was approximately \$1 million raised between June 2016, and, November 2016, and, that approximately \$60,000 of this is being held currently in account # 0067235752 by DMP, Inc.

66) Before August 9, 2016,

Snook emailed MRensel to state that he would no longer provide the "services" that he had been paid over \$100,000 for, would not show his work product from these services, and, would only deal with Dodd, his confederate in the fraud. Exhibit K.

67) On August 14, 2016, Cox received an email from Ron Lee, Exhibit L, stating Cox would not, for his \$100,000, be able to "dictate" what services the Us Observer group would provide him, and, blaming the Board for not providing additional money to the US Observer group for the current problems.

68) That same day, Cox received a second email from Lee, Exhibit M, stating that Cox should stop speaking to M Rensel, and, should place all of his trust in Lee's confederate, Dodd.

69) On September 9, 2016, Cox receive a third, similar, email from Lee, Exhibit N.

70) On October 25, 2016, Cox received an email from Skrill, Exhibit O assuring Cox that funds had only been disbursed in his defense, and, asking Cox to resume lending his identity to the fraud.

71) In November 2016, Eberline, Inc., Cali, and Mobly ceased the fundraising mailings. On December 21, 2016, Cali sent Exhibit P, stating that she was holding all funds until she could "work through this together."

- 72) Efforts to mislead Cox into believing that these issues were being resolved continued throughout 2017.

Claims

-----

- 73) Each Count is alleged to have been performed willfully, and, maliciously. "The Defendants" refers to the Defendants both jointly, and, severally. State law claims are under both auxiliary, and, diversity, jurisdiction.
- 74) Count One: The Defendants violated the Illinois Uniform Deceptive Trade Practices Act by using Cox' identity to collect over \$3 million dollars under the false pretense that the money would be used for Cox' legal defense.
- 75) Count Two: The Defendants violated the Illinois Consumer Fraud, and, Deceptive Business Practices Act, 815 ILCS §505 et seq, by defrauding Cox into believing that his identity was being used to raise money that would be expended at his direction, and, by making similar false representations to the donors.
- 76) Count Three: The Defendants defrauded Cox, and, the donors, out of over \$3 million in gross donations, and, \$218,000 in net donations.
- 77) Count Four: The Defendants civilly conspired to defraud Cox.
- 78) Count Five: The Defendants unjustly enriched themselves through the fraudulent misuse of Cox' identity.

- 79) Count Six: Dodd, and, Skrill, breached contract with Cox, and, implied contract with Cox, when they diverted funds from the legal defense fund to Snook, Stitching Trust for Two, Inc, James E Leuenberger, and, James E Leuenberger, PC, and/or, others.
- 80) Count Seven: Leuenberger, and, Leuenberger, PC, defrauded Cox by inducing Cox to contract for services which they did not intend, and, knew they were not able, to provide.
- 81) Count Eight: Leuenberger, and, Leuenberger, PC, breached contract by not providing Cox with the agreed upon legal services after receiving \$10,000.
- 82) Count Nine: The Defendants tortuously interfered with Cox' prospective economic advantage from his donors through the fraud, and, other torts.
- 83) Count Ten: The Defendants tortuously interfered with Cox' contract, and, implied contract, with Alaskans for Liberty, Inc, to raise funds for Cox' legal defense.
- 84) Count Eleven: The Defendants tortuously interfered with Cox' collection of donations from his supporters.
- 85) Count Twelve: The Defendants conducted, and, conspired, and agreed, to maintain an interest in, control of, and, participation in, the affairs of an enterprise, "the Board", which engaged in a pattern of racketeering activity, thereby injuring Cox in his business, or, property, in violation of 18 USC §1964(c). Specifically, the Defendants committed, and,

conspired, and, agreed, to commit:

- a) mail, wire, and, financial fraud, indictable offenses under 18 USC §1341, 1343, and, 1344, through the predicate acts of para 27-71, supra;
- b) money laundering, an indictable offense pursuant to 18 USC §1956, through the predicate acts of para 39-71, supra.



## V. REQUEST FOR RELIEF

State exactly what you want this court to do for you. If you are a state or federal prisoner and seek relief which affects the fact or duration of your imprisonment (for example: illegal detention, restoration of good time, expungement of records, or parole), you must file your claim on a habeas corpus form, pursuant to 28 U.S.C. §§ 2241, 2254, or 2255. Copies of these forms are available from the clerk's office.

- 1) Declaratory judgment that each Defendant acted willfully, and, maliciously.
  - 2) Compensatory damages for the actual amount of Cox' losses, estimated in excess of \$3 million, tripled under RICO;
  - 3) Nominal, and, punitive, damages, tripled under RICO;
  - 4) Injunctive relief transferring all funds collected by the Defendants, and, the proceeds of those funds, to Cox.
  - 5) Injunctive relief prohibiting further use of Cox' id-
- VI. JURY DEMAND (check one box below) entity.
- 6) Any other relief that the Court sees fit to grant.
- The plaintiff ☒ does ☐ does not request a trial by jury.

DECLARATION UNDER FEDERAL RULE OF CIVIL PROCEDURE 11

I certify to the best of my knowledge, information, and belief, that this complaint is in full compliance with Rule 11(a) and 11(b) of the Federal Rules of Civil Procedure. The undersigned also recognizes that failure to comply with Rule 11 may result in sanctions.

Signed on: January 25<sup>th</sup> 2018  
(date)

USP Marion PO Box 1000  
Street Address

Marion, IL 62959  
City, State, Zip

  
Signature of Plaintiff

Francis Schaeffer Cox  
Printed Name

#16179-006  
Prisoner Register Number

\_\_\_\_\_  
Signature of Attorney (if any)