No. 17-517

In the Supreme Court of the United States

NEELAM UPPAL,

Petitioner,

—v—

THE HEALTH LAW FIRM,

Respondent.

On Petition for Writ of Certiorari to the Supreme Court of Florida

REPLY BRIEF OF PETITIONER

NEELAM UPPAL
PETITIONER PRO SE
P.O. BOX 1002
LARGO, FL 33779
(727) 403-0022
NNEELU123@AOL.COM

DECEMBER 21, 2017

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STATEMENT OF THE ISSUE

The Petitioner submits this Reply to the Answer BRIEF of the Appellee and states as follows:

1. The moves for consideration by this court by filing this Reply, so that this court has not misapprehended the issue based on the Respondent's irrelevant argument to distract the court. The appellant states her right as a citizen of United States she a right to appeal any decision of the lower court especially if it is unjust, based on fraud and violation of the State and Federal laws and the United States Constitution. And she should not be punished or sanctioned for exercising her right. It would be a prejudice against the people of Florida to punish them for filing an appeal to seek Justice under the United States constitution and the Florida Statutes. (refer to the BRIEF submitted to the 5th DCA.)

CLARIFICATION REGARDING FACTUAL ASSERTIONS

1. The writ was filed timely as the Petitioner was allowed the extension of time.

2. It is the respondent who is misrepresenting and falsifying the facts.

3. The writ is filed on the complaint filed by the defendant in 2013, (App.14a, ln.45) on which Judge Jessica Reckseidler entered this ex-parte judgement on November 22, 2015, which was appealed and the

Appellate court sanctioned the petitioner for filing an appeal, which was then approved to file for writ of Mandamus by the Florida Supreme Court but the Reconsideration was denied by the Clerk of the Court.

4. The Respondent fails to defend all violations of the Constitutional rights of the petitioner in his brief by the Seminole County Judge, Jessica Reckseidler. Therefore, the omissions prove admissions as uncontested.

5. The attached record shows that The Healthlaw firm and George Indest has sued about 200 doctors in the last 2 years with fraudulent billing in the same circuit and district court and most of them in front of the same judge. The Appellee is abusing its authority, privilege, license and exploiting the doctors and Public of Florida. (*See* App.23a-31a).

6. The Respondent is narrating cases from 2017, four years later, which are not a part of this writ, just to distract the court. All the cases mentioned are on their respective appeals as they were obtained, consequently, by this continuous, unregulated and unchecked 'Fraud on Court'.

7. It is the Respondent making scandalous allegations upon the Petitioner by calling her abusive and vexatious litigant because she went through a Divorce. Mr. George Indest and Healthlaw firm are a party to all the other cases mentioned which are as a consequence of this order obtained by conspiracy and corruption.

8. On the Contrary, the petitioner, has stood up for herself against the Fraud, Exploitation and Extortion by the Respondent. She is Pro se, as the

Respondent threatens all her attorneys with sanctions, as he is doing to the petitioner in this proceeding and all other proceedings to scare her and get away with his fraud, perjury, deceptive tactics, conspiracy and corruption. He is using Projection (whereby a person alleges his crimes on his victims as his defense).

MISREPRESENTATIONS BY THE RESPONDENT

1. The Petitioner did not sign any retainer with the Health law firm. The attorney attached an unsigned Retainer agreement for enforcement. (*see* App.12a).

2. Respondent affirms that the attorney for the Petitioner in hearing in September 2012 was M'dlugo et al. (page 12, para 2 of the Answer brief). The Respondent wrote a letter to the Department of Health for non-representation in September 2012 (*see* App.20a)

3. The attorney affirms that he was terminated and there was going to be no additional fees. (page 13 of the Answer Brief).

4. However he is falsely stating that he was not fired. Because I did fire him and had retained another attorney on December 3, 2012. Representing the petitioner. The attorney was prepaid $9000 for the case, but after one pleading he was terminated in December 2012. He owed the petitioner a refund. (*see* App.18a).

5. The petitioner had new complaint in March of 2013 for which the Respondent was never retained. The Petitioner had retained a new attorney on December 3, 2012. Mr. George Brew. (*see* retaining letter from George Brew).

6. Petitioner was Pro se in 2014 and was represented by Mr. Sean Ellsworh in 2015 represented. However, Healthlaw firm continue to fabricate bills during these years.

7. The petitioner never received any statements or any bills from the respondent. After the petitioner filed bankruptcy in 2013, The attorney filed a false claim with fabricated bills after termination in 2012. (App.12a)

8. The petitioner's bankruptcy was dismissed because of Fraud on court such that her filings to the court would not be scanned on the docket. Respondent further committed perjury. The Adversary proceeding is on Appeal, (*see* 1:17-cv-5816) in Southern District of New York. The Respondent has been repeatedly requesting Extension on time for that.

9. The petitioner had fired the respondent after he made false incriminating statement to the board against the petitioner to create trouble for her. However, the Respondent never stopped. He got the information on other cases and is fabricating bills on other cases in 2013, 2014, 2015. He called the New York State Department of health with false assertions and allegations, as reported by the New York DOH and got the petitioner's Medical license revoked. The case is on appeal.

10. The Petitioner's case under False Claim act and RICO 17-cv-7072 was dismissed sua sponte by the Judge, even prior to the complaint being served, on exactly the same grounds as written in this Answer brief. The question is why? How come, the Judge looked at the bankruptcy and the divorce cases of the petitioner and not the 200 false claims of the Respondent in the Seminole County, FL. The Answer is again based on ex-parte communications proving conspiracy and corruption of certain Judges. The case is on appeal in the United States Court of Appeals, of the second district 17-3362.

11. The attorney filed a lawsuit in his local town where the applicant had never lived or worked. He got the case re-assigned to this Judge. (*See* App.13a, ln. 1, docket sheet of the Seminole County Court.) The Judge did not have Jurisdiction pursuant to the Florida statute 47.021 and F.S. 47.011, which states that the Jurisdiction is where the Defendant lives or works or where the incident happened. In this case everything was in Pinellas County. Even though this Judge did not have Jurisdiction, she assumed Jurisdiction.

12. The Judge Jessica Recksiedler, denied Defendant continuance while she was facing a diagnosis of Breast Cancer and ordered, ex-parte $64,000 in Attorney fees based on no signed contract and fabricated attorney bills after the attorney was terminated. She ignored all objections filed by the Petitioner as an act of bias and prejudice.

13. Petitioner filed an appeal to the fifth District court of Florida. The Respondent filed a motion that I should be sanctioned as I do not understand the power

of the lower court. The Appellate court supported that and sanctioned me rather than regulating the lower court based on the errors and abuse of discretion and authority by the lower court Judge along with passionate bias towards the respondent. There was no bad faith or frivolous finding. In either case the action proves corruption, as per the Florida constitution, every citizen has a right to appeal pursuant to

> "Art. V, § 4(b)(1) and 3(b)(3), Florida Constitution that this order thwarts petitioner's right to appeal and (i.e., expressly declares valid a state statute and expressly construes a provision of the state or federal constitution under the 7th and 14th amendments."

14. The Florida supremecourt failed to modify or amend the judgment on appeal, or "entertain writ of Mandamus pursuant to Florida Rule of Civil Procedure 1.540(b)."] Florida Supreme court lacks rules to proceed on a motion for Re-consideration.

15. The respondent Falsely asserts that there is no Florida rule1.540.

FLORIDA RULES OF CIVIL PROCEDURE

RULE 1.540 RELIEF FROM JUDGMENT, DECREES, OR ORDERS a) Clerical Mistakes. Clerical mistakes in judgments, decrees, or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time on its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal such mistakes may be so corrected before the record on appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court. (b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud; etc. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, decree, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial or rehearing; (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) that the judgment or decree is void; or (5) that the judgment or decree has been satisfied, released, or discharged, or a prior judgment or decree upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment or decree should have prospective application. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 1 year after the judgment, decree, order, or proceeding as entered or taken. A motion under this subdivision does not affect the finality of a judgment or decree or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, decree, order, or proceeding or to set aside a judgment or decree for fraud upon the court

SUMMARY OF THE ARGUMENT

1. The Respondent's Answer Brief is Meritless.

2. The Respondent asserts that the errors and the abuse of discretion of the lower court should be supported despite the fact that it is contrary to the facts and evidence, as it makes him money for the work he never did.

3. The violations of the Constitutional Rights of the Petitioner by the Seminole County Court Judge Reckseidler are unrefuted.

4. Respondent asks this court to sanction the Appellant for standing up for against exploitation by the Healthlaw Firm of the legal system, as an act of bully which is in Violation of the petitioner's State and Federal Constitutional rights.

5. Thus, this Court should agree to declare null and void, the Orders of Seminole County and the order of Fifth District Court of Appeals of Florida for sanctioning the petitioners to file an appeal, dismissing the case and denial of recusal of the judge as it is likely that the underlying issue regarding lower court judges entering judgments on fraudulent bills will recur again.

ARGUMENT

A. The Appellee's Answer Brief has no Merit.

B. The Issues of Petitioner's Violation of Constitutional Rights by the Seminole County Judge Reckseidler is Un-Refuted

Appellant's assertion that since the lower court entered all these unconstitutional and unlawful orders for the fraudulent gains of the Respondent are un-refuted and the Respondent wants that this court should support that, which are the basis of this writ.

C. Uppal Requires Reversal

1) Failing to Hold a Hearing Is Per Se Reversible Error

Petitioner contends that this omission should be reviewed for abuse of discretion by denying her Due process and in violation of her 5th, 6th, 7th & 14th Amendments of the constitutional rights.

1. The Trial Court Abused Its Discretion in Denying a Continuance

D. It Is an Abuse of Discretion to Find That Appellant Breached Contract or Owed Any Attorney Fees on This Record.

By entering ex-parte orders for Exuberant attorney Fees on false and fraudulent bills, Judge Reckseidler abused her discretion. The Respondent has failed to refute any of his fraudulent bills by any evidence, whatsoever. And on the contrary, affirms petitioner's assertions in his brief (Page 13). He further served the Petitioner when she lived in New York. This is clearly in violation of 8th and 11th amendments of her Constitutional rights.

THE SCHEME

1. Failing to Hold a Hearing.

2. Entering ex-parte orders for attorney fees.

3. It is an Abuse of Discretion and also to find that Appellant breached contract or owed any attorney fees On This Record. There is no signed contract attached to the complaint. (*See* App.12a)

4. The Trial Court Abused Its Discretion in Denying a Continuance.

5. Denial of recusal of the Judge.

6. The Appellate court abuses its discretion and authority by entering a decision of sanctioning the appellant for filing an appeal and allowing payment on a fraudulent bill entered by fraud in the court. This was in violation of the Florida constitution Art. V, section 3 (1)(b).

7. The Supreme Court initially allowed to file a writ of Mandamus but then the clerk rendered and signed orders (Attached to writ), quoting case- laws, without any mention of a Judge. The clerk's orders constitute unlicensed activity as per FL Statute.

5. **Honest Services Fraud**

See 18 U.S.C § 1346. ("For purposes of this chapter, the term 'scheme or artifice to defraud' includes a scheme or artifice to deprive another of the intangible right of honest services."). *See McNally v. U.S.*, 483 U.S. 350, 355 (1987).

6. **Fraud on court**

Additionally, this is an extreme case of Corruption,

a) Influence of a court member or official (App.33a)

b) Judicial fraud. (App.32a)

c) The respondent has done "Unconscionable" schemes to deceive or make misrepresentations through the court system, to obtain exuberantly high attorney fees Judgements on fraudulent bills. d) The requisite fraud on the court occurs where "it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party's claim or defense." *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir.1989).

CONCLUSION

1. Consequently, the likely recurrence that this issue will arise again, it would behoove the Court to accept the Writ in this case in order to render a clear binding prospective opinion on all Florida courts.

2. Petitioner contends that this Court should exercise its discretion to vacate the appellate decision of sanctioning the appellant for filing an appeal and the Seminole County Court decision allowing payment on a Fraudulent bill entered by fraud in the court in violation of the Constitutional rights of the Petitioner under the 7th and 14th amendments.

3. The petitioner's requests to preserve her right to appeal as a fundamental safeguard against injustice and to allow her the review for errors of facts and law of the court of the lower tribunal, by cancelling her sanctions and vacating the Seminole County Judgements.

4. As a result, this Honorable Court should exercise its power to entertain this writ of Certiorari to allow Petitioner her constitutional rights

5. Wherefore, I request this court to recuse Judge Reckseidler, change venue and that this court hold that the Final Judgement of the Seminole County Circuit court of the eighteenth Judicial null and void. And the Fifth District Court of Appeals, that disposes off the cause with sanctioning the petitioner, is null and void.

Respectfully submitted,

NEELAM UPPAL
PETITIONER PRO SE
P.O. BOX 1002
LARGO, FL 33779
(727) 403-0022
NNEELU123@AOL.COM

DECEMBER 21, 2017

APPENDIX TABLE OF CONTENTS

ATTACHMENT TO PROOF OF CLAIM (JUNE 23, 2015)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:
NEELAM TANEJA,

Debtor,

Chapter 13
Case No. 16-bk-12356-jlg

Before: Jessica J. RECKSIEDLER,
Circuit Court Judge

Creditor:
The Health Law Firm P.A.
1101 Douglas Avenue
Altamonte Springs, Florida 32714

Amount: $60,578.87 plus $21,720.74 (Attorney Fees File No 1516/003X plus $18,868.79 (Attorney Fees File No 1516/004X) = $101,168.40

Creditor, The Health Law Firm P.A. (herein "Creditor"), asserts it is a creditor holding a perfected security interest against certain real and person property of Neelam Taneja (herein "Debtor") as a result of recording certified copies of judgments, which are Judgment Liens under Florida Law which were entered in favor of the Creditor. The Debtor has attempted to hide her identity from her creditors by using several variations of her name. Attached to the proof of claim is an Order from the Eighteen Judicial Circuit of Florida, allowing the Creditor to amend its case caption to identify all of the names the Debtor has been identified by.

Attached to the proof of claim and marked as exhibits are the following documents:

(1) Order of Plaintiff's Motion to Amend Case Caption,

(2) Final Judgments recorded in Seminole County, Florida on December 22, 2015 and recorded in Pinellas County, Florida on December 28, 2015;

(3) Judgment Lien Certificate filed with the Florida Department or State on December 28, 2015;

(4) Invoice for Attorney Fees for Collections Case 1516/003X in County Court Case; and

(5) Invoice for Attorney Fees for Collections Case 1516/004X in Debtor's Appellate Case

[. . .]

DONE and ORDERED, in Seminole County, Florida, this 23rd day of June, 2015.

/s/ Jessica J. Recksiedler
Judge, Circuit Court

VERIFIED COMPLAINT—RELEVANT EXCERPTS (OCTOBER 24, 2013)

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR SEMINOLE COUNTY, FLORIDA

THE HEALTH LAW FIRM,

Plaintiff,

v.

NEELAM T. UPPAL, M.D.,

Defendant.

Case No. 2013-CA-3790-15-k

COMES NOW, Plaintiff, The Health Law Firm, a/k/a George F. Indest III, P.A.—The Health Law Firm (d/b/a The Health Law Firm), a Florida corporation, by and through its undersigned counsel, and files this Verified Complaint, and sues Defendant, Neelam T. Uppal, M.D., alleging as follows:

Parties, Jurisdiction and Venue

1. This is an action for damages of more than $15,000.

2. Plaintiff, George F. Indest III, P.A. The Health Law Firm, d/b/a The Health Law Firm (the "Firm"), is a Florida professional service corporation (or "professional association"), providing legal services to clients

and authorized to transact business in the State of Florida. At all times material hereto, the Firm kept offices in and regularly conducted business and having its main office located at 1101 Douglas Avenue, Altamonte Springs, Seminole County, Florida 32714.

3. Defendant, Neelam T. Uppal is a medical doctor (M.D.) licensed by the State of Florida. Defendant's office or residence is located at 5840 Park Boulevard, Pinellas Park, . . .

[. . .]

TRANSCRIPT OF HEARING— RELEVANT EXCERPTS (DECEMBER 5, 2014)

FLORIDA BOARD OF MEDICINE
ST. PETERSBURG, FLORIDA

In Re: NEELAM TANEJA UPPAL, M.D.,

SPEAKER: Do you swear the testimony you're about to give will be the truth, so help you God?

DR. UPPAL: Yes, I do.

CHAIRMAN EL SANADI: This is the hearing in the matter of taking disciplinary action against the Medical License of Neelam Taneja Uppal, M.D., being held in St. Petersburg, Florida, on December 5, 2014. The case numbers are 2009-13497, 2001-06111, 2011-17799, 13-0595PL, 141514PL, and 140515PL.

For the record, my name is Dr. Nabil El Sanadi. The following members of the Board are present: Dr. Magdalena Averhoff, Ms. Nina Dipietro, Dr. Bernardo Fernandez, Dr. Enrique Ginzburg, Ms. Brigitte Goersch, Dr. Onelia Lage, Dr. Jorge Juan Lopez Ferrer, Dr. James Orr, Dr. Steven Rosenberg, Dr. Merle Stringer, Dr. Sarvam Terkonda, Dr. George Thomas, Ms. Joy Tootle, and Dr. Zachariah Zachariah.

Dr. Thomas is recused from this matter due to his participation in the probable cause panel.

Has any member present not reviewed the complete record in this case? No member raises their hand. Let the record reflect that all members have reviewed the material in this case. Let the record reflect that all the records were complete. Is the Petitioner, the Department of Mental Health, represented.

[. . .]

STANDARD TERMS APPLICABLE TO ALL RETAINER AND FEE AGREEMENT WITH AND ALL REPRESENTATION BY THE HEALTH LAW FIRM AND ITS ATTORNEYS (MAY 26, 2013)

The following terms are incorporated into and made a part of every retainer agreement and fee agreement entered into by and between the client and this Firm. The client(s) must agree to these terms in order to have our representation.

Law Firm

You are contracting for legal services with The Health Law Firm. The terms "Firm" and "The Health Law Firm," as used herein, refer to and mean George F. Indest III, P.A.—The Health Law Firm, a Florida professional service corporation, d/b/a The Health Law Firm.

Limitation on Scope of the Engagement

The scope of the engagement shall be limited to what we have agreed to do in writing. If litigation is involved, this extends only to one hearing, one trial or one appearance. Any re-trials, rehearings, continued hearings or appeals will be subject to a new agreement and/or additional fees. Our representation extends to only currently existing matters about which you have advised us and not to future matters. If there is only one DOH, AHCA or legal matter listed, then we have agreed to representation in this one matter only. If you request us to represent you in any additional DOH, AHCA investigations, complaints or legal proceedings, this will result in an additional fee. Additionally, we do not hold ourselves out as experts in tax law, real estate law, securities law, or accounting. We do not provide appraisal or opinions on fair market value. Unless we specifically state otherwise, any opinions we make shall be solely in our capacity as Florida attorneys, even if you have requested and we offer opinions or legal advice on the laws of others states.

Parties Represented

If you have requested our services on behalf of your company or corporation, we will represent the business entity and will provide it our services, legal representation and advice. If any individual who has signed a retainer agreement with this Firm later also requires our advice or legal representation, and there is no conflict in doing so, we may choose to provide legal representation to that individual. In this event, all terms and conditions of this agreement shall also apply to the individual who signs it and to the legal services we provide for him/her.

Conflict of Interest Procedures

Although we check at the beginning of any engagement to determine if this Firm has a conflict of interest, the following procedures shall apply in the event a conflict of interest later develops between or among individuals being represented or if one is later discovered. In the event any party or individual perceives that there is such a conflict of interest, he/she/it agrees that, the party or parties first believing that he/she/it has a conflict with one or more of the others agree to provide that information to the President of this Firm immediately, in writing. If this occurs, I expect that my Firm and I will withdraw from any further representation of the individual with whom the party perceiving that there is a conflict. However, my Firm and I may be required to withdraw from the representation of all parties, under certain circumstances. By your signature below, you agree to this and that my Firm and to the fact that the Firm or I may continue to represent the remaining parties, including the company or business entity. By signing below, each of you agrees that you will waive any objection to me and my Firm's continuing to represent the remaining individuals or business entity should we so choose.

Professional Services and Fees

Unless we have agreed in advance in writing to undertake a specific limited project for a predetermined fixed fee, then you will be billed for any and all time we spend at our regular hourly rates. Our professional fees for legal services will be determined primarily by the amount of time our attorneys, paralegals and other timekeepers spend on this engagement and based on their level of experience. All time we spend on any task for you is billed to you. Mr. Indest will usually be the lead attorney coordinating and directing the work and will be the attorney who will, most probably be performing the predominant portion of the work on your behalf during this engagement.

For example, the hourly rates of Mr. Smith and Mr. Indest exceed $350 per hour, and you agree and stipulate that their hourly rates are reasonable, given their education, training and board certification in the legal specialty of Health Law.

[. . .]

Although this particular agreement contemplates the performance of only the work set forth and described above, any other additional legal work you request us to perform for you on this matter or any other matter in the future shall be governed by this agreement (as from time to time amended) unless we make a separate written agreement.

The individuals signing below who are to be represented agree not communicate with opposing parties or their counsel nor shall you attempt to negotiate or settle this matter once we have begun representing you without our knowledge and our consent. You are instructed not to discuss this matter with any investigator, agent, detective or any other person; you are instructed to advise anyone who contacts you about this matter that you are represented by legal counsel and to refer that person to us. Any contact or attempt to contact by any investigator or any other person or party must be reported to me immediately.

This agreement supercedes and replace any prior agreements we may have had on this same matter.

You agree to allow us access to any documents, records or information we request and to immediately execute any releases we request so that we may do so. If you fall to do so, we may terminate our representation.

The individual obligations in this agreement are severable. Should any specific section or provision be found unenforceable for any reason, the remainder shall still be binding and effective. All obligations and duties you have agreed to herein shall survive the termination of this Agreement or the relationship created hereunder.

You agree that we may provide your name or your business entity's name as a reference to others seeking legal representation and may list you as a client of the firm.

You agree that we shall have a lien for our professional fees and costs. In addition, you acknowledge that we have a lien for our professional fees and costs on any and all documents, books, papers, legal work, security deposits, retainer fees, settlement amounts or payments that we have, that come into our possession or that we receive on your behalf from any source as a result of our legal representation as well as a lien by operation of contract over any other property you may have, real or personal. You agree to be responsible for any fees and costs that may be required in order for us to collect any fees due to us from you.

You agree that you have been afforded the opportunity to retain separate counsel to assist and advise you in executing this agreement if you desire to do so. Otherwise, by signing below, you indicate that you have voluntarily decided not to do so.

Any signed copy or facsimile of this Agreement shall be enforceable against the party signing it the same as an original or fully executed version. Any attached schedules or addendums shall amend or supercede anything in this Agreement.

Once again, you state that you acknowledge and agree that you have read and understand the terms of our representation of you as set forth above. You understand that our firm and our attorneys are unable to represent you absent your agreement with these terms and conditions.

ACCEPTED AND AGREED TO BY:

/s/ ______________________________
Signature/Date

Name(print): ______________________
For himself/herself, individually, and as guarantor of the obligations and debts herein

Name(print): ______________________
For himself/herself, individually, and as guarantor of the obligations and debts herein

DOCKET REPORT
(OCTOBER 24, 2013)

Case Details-Summary

Case Number:	2013CA003790
Case Style:	Health Law Firm vs Neelam T MD aka Neelam Taneja MD ak
Case Type:	15-Contract/Indebtedness
Division:	Circuit Civil
Judge:	Jessica J. Recksiedler
View Status:	Public
Case Status:	Reopened
UCN:	592013CA0037900000XX
Jury Trial:	No

11/15/2015

39) Notice of Filing Order Denying Motion for Reconsideration of Dismissal of Deft Uppal Chapter 13 Bankruptcy by Pltf (Attached)

12/02/2015

40) Notice of Hearing 12/22/15

12/14/2015

41) Objection to Hearing & Motion for Sanction for Violation of Automatic Stay & Injunctive Relief by Deft Neelam Uppal

12/14/2015

42) Notice of Filing Corresponoence from Deft Neelam Uppal

12/22/2015

43) Notice of Filing Affidavit of George F Indest III by Pltf (Attached)

12/22/2015

44) Final Judgment $60,578.87 in Favor of Pltf-Judge Recksiedler 12/22/15 Instrument: 2015140912

12/22/2015

45) Ex Parte Notes by Judge

12/31/2015

46) Supplemental Motion for Reconsideration to Final Judgment by Deft Neelam Uppal MD

01/04/2016

47) Supplemental Motion for Reconsideration for Final Judgment by Deft Neelam Uppal MD

01/04/2016

48) Supplemental Motion for Stay of Final Judgment by Deft Neelam Uppal MD

01/07/2016

49) Order on Defts Motion for Reconsideration Filed on 12/31/15 Is Denied–Judge Recksiedler 1/6/16

01/14/2016

50) Notice of Appeal of FJ Order by Deft Neelam Uppal Instrument: 2016005058

01/14/2016

51) Motion for Stay of Final Judgment by Neelam Uppal (Duplicate *See* #48)

01/15/2016

52) Acknowledgment of Notice of Appeal from 5th DCA

04/07/2016

53) Index to Record on Appeal

09/25/2017

114) Supplemental Motion for Proceedings Supplementary for Impleader of 3rd Party & for Assignment of Judgment Debtors Rights to Payment from Noridian Healthcare Solutions & Supporting Memorandum of Laws by Pltf

09/29/2017

115) Memorandum by Clerk to Uppal Neelam Re Return of Counterclaim

10/27/2017

116) Notice of Appeal by Deft Neelam Uppal Instrument: 2017116837

10/30/2017

117) Supplemental Motion (Emergency) for Stay & to Cancel Hearing by Deft Neelam Uppal

10/31/2017

118) Acknowledgment of Notice of Appeal from 5th DCA

11/15/2017

119) Supplemental Motion to Proceed as Forma Pauperis by Neelam Uppal

11/15/2017

120) Affidavit (Financial) by Deft Neelam Uppal

11/20/2017

121) Supplemental Order Pursuant to Courts Order to Show Cause Issued to Judgment Debtor Neelam Taneja Uppal on 9/20/17/ Deft Shall Appear on 12/18/17 @ 9:30am– Judge Recksiedler 11/20/17

11/20/2017

122) Order from 5th DCA Re Appellants Emergency Motion for Stay Is Denied 11/20/17

11/20/2017

123) Open Court Minutes for Motion to Show Cause Judge Recksiedler

11/21/2017

124) Ex Parte Notes from Open Court Sheets Minutes 11/20/17

11/23/2017

125) Notice of Appeal Order Denying Motions on 9/19/17 by Deft

LETTER FROM GEORGE F. INDEST TO UPPAL (DECEMBER 28, 2012)

THE HEALTH LAW FIRM®
"The Physician's Advocates"
Respond Only to Main Office:
1101 Douglas Avenue
Altamonte Springs, FL 32714
Telephone: (407) 331-6620
Telefax: (407) 331-3030
www.thehealthlawfirm.com

Branch office
37 N. Orange Avenue, Suite 500
Orlando, FL 32801

Branch office
201 E. Government Street
Pensacola, FL 32502
Telephone: (850) 439-1001

George F. Indest III
Licensed in Florida, Louisiana
And the district of Colombia
Board Certified by the Florida Bar in Health Law

Michael L. Smith, J.D
Licensed in Florida
Registered Respiratory Therapist
Board Certified by the Florida Bar in Health Law

Joanne Kenna, R.N., J.D.
Licensed in Florida
Registered Nurse(Illinois)

Christopher E. Brown, J.D.
Licensed in Florida

Lance O. Leider, J.D.
Licensed in Florida

Danielle M. Murray, J.D.
Licensed in Florida

Marissa A. Smeyne, J.D.
Licensed in Florida and California (of Counsel)

Mathew R. Gross, J.D., P.A.
Licensed in Florida (of Counsel)

Via E-mail and Standard U.S. Mail

Neelam Uppal, M.D.
5840 Park Boulevard
Pinellas Park, Florida 33781

Re: *Department of Health v. Neelam Uppal, M.D.* DOH Case Nos.: 22006-38711 and 2011-96111 our file Nos.: 1516/001 and 1516/002 Notice of Termination of Legal Representation

Dear Dr. Uppal:

This letter will serve to advise you that The Health Law Firm is terminating its representation of you in the above referenced matters, effective immediately.

Sincerely,

The Health Law Firm, by:

/s/ George F. Indest
George F. Indest III, J.D., M.P.A., L.L.M.
Board Certified by the Florida Bar in the Specialty of Health Law

LETTER TO JONES
(SEPTEMBER 13, 2013)

THE HEALTH LAW FIRM®
"The Physician's Advocates"
Respond Only to Main Office:
1101 Douglas Avenue
Altamonte Springs, FL 32714
Telephone: (407) 331-6620
Telefax: (407) 331-3030
www.thehealthlawfirm.com

Branch office
37 N. Orange Avenue, Suite 500
Orlando, FL 32801

Branch office
201 E. Government Street
Pensacola, FL 32502
Telephone: (850) 439-1001

George F. Indest III
Licensed in Florida, Louisiana
And the district of Colombia
Board Certified by The Florida Bar in Health Law

Michael L. Smith, J.D
Licensed in Florida
Registered Respiratory Therapist
Board Certified by The Florida Bar in Health Law

Joanne Kenna, R.N., J.D.
Licensed in Florida
Registered Nurse(Illinois)

Christopher E. Brown, J.D.
Licensed in Florida

Lance O. Leider, J.D.
Licensed in Florida

Danielle M. Murray, J.D.
Licensed in Florida

Marissa A. Smeyne, J.D.
Licensed in Florida and California (of Counsel)

Mathew R. Gross, J.D., P.A.
Licensed in Florida (of Counsel)

Via Telefax and U.S. Mail

Elana J. Jones
Assistant General Counsel
Department of Health
4052 Bald Cypress Way, Bin A00
Tallahassee, FL 32399-1701

Re: *Department of Health v. Neelam Uppal, M.D.*, DOH 2011-06111
Notice of non-Representation

Dear Mr. Jones:

Thank you for your kind grand of an extension of time for Dr. Uppal to respond to the Department of Health investigative file in this case.

Please be aware that The Health Law Firm is not representing Dr. Uppal in this case. Any communications regarding this matter should be directed to:

Neelam T. Uppal, D.O.
5840 Park Boulevard
Pinellas Park, FL 33781

[. . .]

CASE SEARCH RESULTS

Only the first hundred cases matching your search are shown here. If your search returns more than a hundred cases, use more restrictive search parameters.

Case #	Litigant
2016CA002278(case_detail.jsp?CaseNo =2016CA002278)	HEALTH LAW FIRM
2015SC003207(case_detail.jsp?CaseNo =2015SC003207	HEALTH LAW FIRM
2003CC002851(case_detail.jsp?CaseNo =2003CC002851)	HEALTH LAW FIRM
2003CC003479(case_detail.jsp?CaseNo =2003CC003479)	HEALTH LAW FIRM
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=2006CA000403)	LAW FIRM
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2006CA000843(case_detail.jsp?CaseNo =2006CA000843)	HEALTH LAW FIRM
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2009SC004029(case_detail.jsp?CaseNo=2009SC004029)	HEALTH LAW FIRM
2010CA007467(case_detail.jsp?CaseNo=2010CA007467)	HEALTH LAW FIRM

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2010SC001628(case_detail.jsp?CaseNo =2010SC001628)	HEALTH LAW FIRM
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2012CC004994(case_detail.jsp?CaseNo =2012CC004994)	HEALTH LAW FIRM
2012SC000815(case_detail.jsp?CaseNo =2012SC000815)	HEALTH LAW FIRM
2012SC001981(case_detail.jsp?CaseNo =2012SC001981)	HEALTH LAW FIRM
2012SC001982(case_detail.jsp?CaseNo =2012SC001982)	HEALTH LAW FIRM
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2012SC002123(case_detail.jsp?CaseNo =2012SC002123)	HEALTH LAW FIRM
2012SC002236(case_detail.jsp?CaseNo =2012SC002236)	HEALTH LAW FIRM
2012SC002245(case_detail.jsp?CaseNo =2012SC002245)	HEALTH LAW FIRM
2012SC002372(case_detail.jsp?CaseNo =2012SC002372)	HEALTH LAW FIRM
2012SC002406(case_detail.jsp?CaseNo =2012SC002406)	HEALTH LAW FIRM
2012SC002890(case_detail.jsp?CaseNo =2012SC002890)	HEALTH LAW FIRM
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2013CA002428(case_detail.jsp?CaseNo =2013CA002428)	HEALTH LAW FIRM
2013CA003790(case_detail.jsp?CaseNo =2013CA003790)	HEALTH LAW FIRM
2013CC003087(case_detail.jsp?CaseNo =2013CC003087)	HEALTH LAW FIRM
2013CC003872(case_detail.jsp?CaseNo =2013CC003872)	HEALTH LAW FIRM

Only the first hundred cases matching your search are shown here. If your search returns more than a hundred cases, use more restrictive search parameters.

Case #	**Litigant**
2005CA000038(case_detail.jsp?CaseNo =2005CA000038)	GEORGE F. INDEST III PA
2005SC001521(case_detail.jsp?CaseNo =2005SC001521)	GEORGE F. INDEST III PA
2006CA000403(case_detail.jsp?CaseNo =2006CA000403)	GEORGE F. INDEST III PA
2006CA000843(case_detail.jsp?CaseNo =2006CA000843)	GEORGE F. INDEST III PA
2003CC003316(case_detail.jsp?CaseNo =2003CC003316)	GEORGE F. INDEST III PA THE

	HEALTH L
2013CA000788(case_detail.jsp?CaseNo=2013CA000788)	GEORGE F INDEST III PA

JUDGE JESSICA RECKSIEDLER OF SANFORD, FL; ETHICAL GREMLIN

The state of Nebraska presented Jessica J. Recksiedler with a law license in 1997 after she graduated from Stetson University Law School.

The Judicial Qualifications Commission found Judge Recksiedler guilty of the following misconduct.

- Exhibited complete lack of candor when dealing with Judicial Nominating Committee (JNC)
- When asked by JNC about her driving record, failed to disclose speeding ticket received on day she appeared before the JNC
- Testimony before JNC was misleading
- Engaged in conduct that demeaned her judicial office
- Failed to respect and comply with the law

As a consequence of her misconduct, the enablers for Judicial Misfits sitting on the Florida Supreme Court punished Jessica by gifting her with a complimentary reprimand.

As we speak (ca. April 2015), Jessica continues to sit as Seminole County Circuit Court judge in Sanford, Florida.

NINE INVESTIGATES DECEPTIVE TACTICS BY THE SEMINOLE COUNTY CLERK OF COURTS (MAY 7, 2013)

SEMINOLE COUNTY, Fla.—9 Investigates has discovered questionable tactics used by the Seminole County clerk of courts in collecting unpaid fines.

The Clerk of Courts Office is responsible for collecting money when you get a traffic ticket, but a Sanford woman told Channel 9's Bianca Castro the office lied to her just to get her cash.

A salmon-colored official court notice could have passed as junk mail, but when Annamarie Vacca got it in the mail, she was shocked by what it said.

"You are driving on a suspended license," Vacca read aloud from the notice.

The notice came from the office of Maryanne Morse, the Seminole County clerk of courts.

The document said Vacca's driver's license was suspended because of an unpaid fine she received for unvaccinated cats.

Vacca stopped driving, even to get to her chemotherapy appointments, out of fear she would be arrested.

"Here I had been driving for I didn't know how long on a suspended license, and I was scared to death," Vacca said.

But as it turns out, the statement in the notice wasn't entirely true. The clerk's office sends out more than 100,000 "courtesy" notices each year to people who have unpaid civil traffic tickets.

In most cases, their licenses have been suspended, but the same notices also go out to people with other kinds of unpaid civil citations, including ones for which the state cannot suspend your license, like Vacca's.

"They basically said it themselves, that, 'We get more people to pay their fees this way,'" Vacca said. "Well, of course, because you're scaring the heck out of people."

Castro met with Morse and asked her about the notice.

"Is this deceptive?" she asked Morse.

"No, it's a courtesy to them," Morse responded.

Morse defended her notice, saying only about 150 a year go to people with outstanding animal control fines. All they have to do is call the clerk's office in order to find out their licenses are still valid, she said.

"We try to keep them advised that you've got a citation, you haven't taken care of it, please get in there and do something with it or there are going to be some ramifications, potentially," Morse told Castro.

Castro checked and found that Seminole County is the only local county that sends out the "courtesy" notices. The collection rate on traffic fines in Seminole is about 90 percent, and the tactic isn't illegal.

Still, some remain critical of the notices being sent to people who are not at risk of a license suspension.

"What's most troubling with this is that the Clerk's Office, which is an arm of the court, would engage in this bureaucratic bullying," said WFTV legal analyst Bill Sheaffer.

Meanwhile, Vacca is convinced this notice is anything but a "courtesy" letter.

"What they're doing is wrong," she said. "It's lying."

Vacca told Castro she still cannot afford the $500 cat vaccination fine because of her medical bills, but she was relieved to learn her license had not been suspended.

If your license is at risk of being suspended, you'll get a warning directly from the state's department of motor vehicles.

SUPREME COURT
PRESS