

Exhibits available upon request. Exhibits were not provided due to the Bar's request that I limit this response to 25 pages.

1. MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO WITHDRAW VOLUNTARY DISMISSAL OR ALTERNATIVELY MOTION TO AMEND ANSWER TO INCLUDE COUNTER -COUNTER COMPLAINT, May 2, 2007

2. ORDER GRANTING PLAINTIFF'S MOTION TO WITHDRAW PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL, August 31, 2007

3. Plaintiff's Motion for Rehearing July 16, 2008

4. August 5, 2010 letter of attorney Tanya Bell Esq. Bar No. 0052924 (f.k.a. Tanya Uhl).

5. Email of Ann G. Breeden, August 12, 2008

6. Letter of Robert W. Bauer, September 5, 2007 to Neil Gillespie

7. Judge Nielsen's Order of May 12, 2006, on disqualification of Mr. Rodems as counsel

8. Plaintiff's Accommodation Request Americans with Disabilities Act (ADA), February 20, 2007

9. Plaintiff's Amended Request Americans with Disabilities Act (ADA), March 5, 2007

10. Notice of Filing Affidavit of Neil J. Gillespie, September 18, 2010 (RWB email)

11. Affidavit of Neil J. Gillespie in Rebuttal to Beverly Lowe

12. Affidavit of Neil J. Gillespie, Mr. Bauer's refusal to return my case file

13. Email of Josh Cossey, August 19, 2008, supersedes bond through the Juris Company

14. Email of Mr. Bauer, August 19, 2008, stating a supersedes bond is not in my interest

15. My email August 19, 2008 to Mr. Bauer telling him I don't have money to post for a bond.

16. My email August 11, 2009 to Mr. Bauer telling him my bank account was garnished

17. My email August 12, 2008 to Mr. Bauer outlining chain of events leading to garnishment

18. Email of April 24, 2008 from Josh Cossey, assistance with appeal to the 2DCA

19. Email of April 25, 2008 from Natalia D. Ricardo providing the appellate filing documents

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

NEIL J. GILLESPIE,
Plaintiff,

vs.

CASE NO.: 2005-CA-7205

BARKER, RODEMS, & COOK, P.A.,
A FLORIDA CORPORATION, AND
WILLIAM J. COOK, AN INDIVIDUAL,
Defendant.

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO WITHDRAW
VOLUNTARY DISMISSAL OR ALTERNATIVELY MOTION TO AMEND ANSWER TO
INCLUDE COUNTER – COUNTER COMPLAINT

Plaintiff, Neil Gillespie, by and through his undersigned attorney files this
MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO WITHDRAW
VOLUNTARY DISMISSAL OR ALTERNATIVELY TO AMEND ANSWER TO INCLUDE
COUNTER – COUNTER COMPLAINT and states in support thereof:

On or about February 7, 2007, pro se plaintiff, Neil J. Gillespie filed a PLAINTIFF'S
NOTICE OF VOLUNTARY DISMISSAL dismissing his cause of action without prejudice
pursuant to Rule 1.420 (a). The dismissal allowed for the defendant's counter-claim to remain for
adjudication and did not completely dismiss the action. On February 15, 2007 pro se plaintiff,
Neil J. Gillespie filed a WITHDRAWAL OF PLAINTIFF'S NOTICE OF VOLUNTARY
DISMISSAL citing mistake and inexperience with the practice of law for the reason in
submitting the previous dismissal. In opposition, counsel for defendants, Barker, Rodems, &
Cook, P.A., and William J. Cook, have forwarded to plaintiff's counsel a copy of an order on
NOTICE OF WITHDRAWAL OF COMPLAINT AND PLAINTIFF'S MOTION TO
WITHDRAW NOTICE OF WITHDRAWAL OF COMPLAINT from the Hillsborough County
Circuit Court case number 03-1727. Exhibit A. Defendant's counsel has incorrectly asserted
that the above authority holds that there is no meritorious claim to be made in regards to the
WITHDRAWAL OF PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL.

The above order cites United Services Automobile Association v. Johnson, 428 So. 2d
334 (Fla. 2nd DCA 1983); Piper Aircraft Corporation v. Prescott, 445 So. 2d 591 (Fla. 1st DCA

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1984) in the courts denial of that case's WITHDRAWAL OF PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL. All three of the above referenced cases were actions where no counter-complaints were filed. Further, all three cases dealt with actions where the plaintiff dismissed the entire action completely under 1.420. The fact that no counter-complaints were filed in the above cited cases makes any comparison to them inapplicable as they presume that a proper dismissal pursuant to rule 1.420 had in fact occurred. In the instant case, this Court has continuing jurisdiction over this matter as a counter-claims were filed by Barker, Rodems, and Cook, P.A., a Florida Corporation; and William J. Cook, defendants in this action.

Rule 1.420 states that where a counter-claim is filed by a defendant or a third party, the plaintiff cannot voluntarily dismiss the action without an order of the trial court. No such order has been entered in this action. The First DCA in evaluating Rule 1.35, the predecessor to Rule 1.420, found that the procedure for dismissal was only effective when filed in strict compliance with the Rules of Civil Procedure. Scott v. Permacrete, Inc. 124 So.2d 887, 889 (Fla. 1st DCA 1960). In that case the court held that a defendant, who had been dismissed by the plaintiff under Rule 1.35, was still subject to a default judgment against them granted to a counter-plaintiff. The court reasoned that the dismissal had been ineffective in releasing the defendants as a party and therefore were still subject to the court's jurisdiction. In the instant case, the PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL was ineffective in removing the plaintiff as a party and he fully retains the right to reassert his claims. Id.

Admittedly, the rules allowing dismissal have changed some since being put in place as Rule 1.35. Rule 1.35 allowed an action to be dismissed by the plaintiff without a court order only when an answer had not been filed, a motion for summary judgment had not been entered, or that a stipulation of dismissal had been filed. The new rule under 1.420 allows a voluntary dismissal at almost anytime if there is no counter-complaint. However, it specifically states that when a counter-claim is present, the plaintiff may only have a dismissal of their action after the court enters an order of dismissal and upon such terms and conditions as the Court deems proper. As it is undisputed that there is a counter-claim in this action, strict compliance with the procedural rules of 1.420 still requires that no dismissal has taken place until such time as the court has ruled on it. Since the Court has not ruled upon the MOTION TO WITHDRAW, and the plaintiff has withdrawn such motion prior to the Court adjudicating the issue, the voluntary

dismissal has not occurred.

Slightly more recent support of this can be found in the Third DCA when it held that “the problem presented...is that [Rule 1.420] refers to dismissal of ‘an action’ and does not appear to authorize dismissal by such notice of a part of the action.” Cooper v. Carroll, 239 So.2d 511, 513 (Fla. 3rd DCA 1970). In Cooper the court compared and contrasted Rule 1.540, Rule 1.420 and Rule 1.250 to determine which should be used to seek relief after an inadvertent dismissal of defendant. The court held that a Rule 1.540 motion for relief was appropriate in that case. However, its logic shows that a Rule 1.540 motion is not necessary in this case because a Rule 1.420 dismissal never occurred. Specifically, the Court showed that Rule 1.420 can only be used for the purpose of dismissing an entire action and any other type of dismissal must use Rule 1.250 to facilitate dropping a portion of an action. In the instant case, the MOTION FOR VOLUNTARY DISMISSAL was not properly filed under Rule 1.250 and was ineffective in dismissing the plaintiff’s case.

Even assuming that the notice of dismissal is valid and the plaintiff’s cause of action has been dismissed, the plaintiff still remains a party to this action as a counter-defendant and thereby should be entitled to file an amended answer to the defendant’s counter-complaint. This answer would necessarily include a confusingly titled Counter-Counter Complaint. This of course gives rise to the possibility of the Plaintiff becoming the Counter-Counter-Plaintiff. While theoretically possible – this just seems confusing. However, if the plaintiffs request to withdraw the voluntary dismissal is not granted, then this pleading should stand as a MOTION TO AMEND PLAINTIFF’S ANSWER AND FILE A COUNTER- COUNTER COMPLAINT a copy of which is attached. Exhibit B.

Additionally, it is in the interest of judicial economy to allow the withdraw of the voluntary dismissal. A dismissal under Rule 1.35, or the current 1.420, is not adjudication on the merits and is no bar to a subsequent suit on the same cause of action. Drady v. Hillsborough County Aviation Authority , 193 So.2d 201, 205 (Fla. 1st DCA 1966). This leaves the plaintiff free to file a separate complaint with the same set of facts. If this is done then it would be appropriate to consolidate the two cases into one. This extended process would seem to be a waste of the Court’s time.

CONCLUSION

This Court should find that the plaintiff did not enter a proper NOTICE OF VOLUNTARY DISMISSAL and should allow the WITHDRAWAL OF PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL such that plaintiff is entitled to proceed forward with his cause of action as originally pled.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO WITHDRAW VOLUNTARY DISMISSAL OR ALTERNATIVELY TO AMEND ANSWER TO INCLUDE COUNTER – COUNTER COMPLAINT has been sent by U. S. Mail to RYAN C. RODEMS, ESQ. this 2 day of May 2007.

Ryan C. Rodems, Esq.
400 N Ashley Dr., Ste 2100
Tampa, FL 33602

Law Office of Robert W. Bauer, P.A.

By:  _____

Robert W. Bauer, Esq.
Florida Bar No.: 0011058
2815 NW 13th St., Ste 200E
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352.375.5960
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IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY, CIVIL DIVISION

DAVID FULLER,
PLAINTIFF,

CASE NUMBER: 03-1727

vs.

DIVISION " F "

JEFFREY B. STARLING, M.D.,
JAMES E. ALVER, M.D., and
BAY AREA UROLOGICAL ASSOCIATES,
P.A., a Florida Professional Services
Corporation,

DEFENDANTS.

ORDER ON NOTICE OF WITHDRAWAL OF COMPLAINT
AND PLAINTIFF'S MOTION TO WITHDRAW NOTICE OF
WITHDRAWAL OF COMPLAINT

THIS CAUSE came on for hearing on August 23, 2006, for consideration of motions for summary judgment filed by several defendants. The plaintiff also set for hearing his motion to continue the hearing on the motions for summary judgment. At the beginning of the hearing the defendants brought to the attention of the court that the plaintiff served on July 17, 2006, a Notice of Withdrawal of Complaint which was filed on July 19, 2006. The plaintiff and counsel for the defendants presented argument on the effect of the Notice of Withdrawal of Complaint and argued Plaintiff's Motion to Withdraw His Notice of Withdrawal of Complaint. At the conclusion of the hearing the parties were given an additional two weeks to provide case law and memoranda of law on the

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Issues raised at the hearing. The court has considered all of the foregoing and makes the following findings:

(1) Plaintiff's Notice of Withdrawal of Complaint was intended to be a Notice of Voluntary Dismissal pursuant to Fla. R. Civ. P. 1.420(a). Paragraphs 15-17 of the plaintiff's Notice make it clear that the plaintiff intended to dismiss the action voluntarily and absolutely. Plaintiff recognized "that once a timely voluntary dismissal is taken the trial court loses its jurisdiction...."

(2) Although plaintiff argued at the hearing and in his brief that his Notice of Withdrawal of Complaint was not "voluntary" in the sense that he was under duress and "pressure," including the pending motions for summary judgment, Plaintiff has not established legal duress and has not cited any persuasive case authority to support his argument.

(3) The court is unable to discern all that may have motivated the plaintiff to voluntarily dismiss the action. However, at least plaintiff sought to avoid any possible taxing of costs and attorney fees by the court.

(4) On August 7, 2006, plaintiff filed Plaintiff's Motion to Withdraw His Notice of Withdrawal of Complaint.

(5) This court is without jurisdiction to consider Plaintiff's Motion to Withdraw His Notice of Withdrawal of Complaint because plaintiff's voluntary dismissal of the action divested this court of jurisdiction. *United Services Automobile Association v. Johnson*, 428 So.2d 334 (Fla. 2nd DCA 1983); *Piper Aircraft Corporation v. Prescott*, 445 So.2d 591 (Fla. 1st DCA 1984).

(6) Arguably, this court lacks jurisdiction even to enter this order and the purpose of this order is only to clarify the effect of plaintiff's Notice of Withdrawal of Complaint.

Based upon the foregoing it is thereupon

ADJUDGED as follows:

1. The Notice of Withdrawal of Complaint filed by the plaintiff is deemed to be a voluntary dismissal pursuant to Fla. R. Civ. P.1.420(a).
2. The court has been divested of jurisdiction to consider Plaintiff's Motion to Withdraw His Notice of Withdrawal of Complaint.

ORDERED in Chambers, at Tampa, Hillsborough County, Florida, this _____ day of _____, 20_____.

ORIGINAL SIGNED

SEP 19 2006

**RICHARD A. NIELSEN
CIRCUIT COURT JUDGE**

**RICHARD A. NIELSEN
CIRCUIT JUDGE**

Copies furnished to:

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

NEIL J. GILLESPIE,
Plaintiff,

vs.

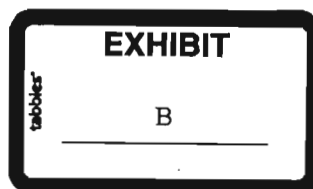
CASE NO.: 2005-CA-7205

BARKER, RODEMS, & COOK, P.A.,
A FLORIDA CORPORATION, AND
WILLIAM J. COOK, AN INDIVIDUAL,
Defendant.

AMENDED ANSWER TO COUNTER-COMPLAINT

Counter-Defendant, Neil J. Gillespie (Plaintiff), answers Counter-Plaintiffs', Barker, Rodems, & Cook, P.A.(Defendants BRC) and William J. Cook (Defendant Cook), Counter-Claims against Plaintiff, Neil J. Gillespie , and state the following in response to their numbered paragraphs:

61. Admit for jurisdictional purposes only.
62. Admit.
63. Admit as to Defendant BRC being a Florida Corporation; Denied as to remainder.
64. Admit.
65. Denied.
66. Denied.
67. Denied.
68. Denied.
69. Without Knowledge.
70. Re-alleges responses to paragraph 61 – 68.
71. Denied.
72. Without Knowledge.
73. Re-alleges responses to paragraph 61 – 68.
74. Admit as to actions of Defendants; Denied as to action of Plaintiff.



COUNTER – COUNTER COMPLAINT

INITIAL STATEMENT

In order to alleviate the confusion of the parties actually being Counter – Counter Plaintiff and Counter – Counter Defendants, the Counter – Counter Plaintiff, Neil J. Gillespie shall be referred to as GILLESPIE, Counter – Counter Defendant, Barker, Rodems, & Cook, P.A. shall be referred to as LAW FIRM, and Counter – Counter Defendant, William J. Cook shall be referred to as COOK. Additionally, as the legal sufficiency of the original complaint has previously been ruled upon the initial Counts I and II are unchanged excluding that they have been redacted in compliance with the Court’s January 13, 2006 Order on Defendants’ Motion to Dismiss and Strike. Counts III and IV are additional counts.

COMPLAINT FOR BREACH OF CONTRACT AND FRAUD

Plaintiff, NEIL J. GILLESPIE, by and through his undersigned attorney, sues defendants, BARKER, RODEMS, & COOK, P.A., a Florida professional service corporation, and WILLIAM J. COOK, a corporate officer and natural person, and alleges:

Parties

1. Plaintiff, NEIL J. GILLESPIE, resides in Ocala, Marion County, Florida. (Hereinafter called “GILLESPIE”).
2. Defendant BARKER, RODEMS & COOK, P.A. is a Florida professional service corporation and law firm with offices located at 300 W. Platt Street, Suite 150, in the city of Tampa, Hillsborough County, Florida, 33606. (Hereinafter called the “LAW FIRM”).
3. Defendant WILLIAM J. COOK is a lawyer, a member of the Florida Bar, a corporate officer of the LAW FIRM, and a natural person. (Hereinafter called “COOK”).

Jurisdiction and Venue

4. This is an action for damages that exceed \$15,000.00.
5. The events complained of occurred in the city of Tampa, Hillsborough County, Florida, 33606. The LAW FIRM has offices located at 300 W. Platt Street, Suite 150, Tampa, Hillsborough County, Florida, 33606.

Background Information

6. GILLESPIE hired the LAW FIRM to represent him in litigation with Amscot Corporation. GILLESPIE and the LAW FIRM had a written Representation Contract. The litigation failed and Amscot settled for business reasons and to avoid an appeal. The LAW FIRM was not satisfied with its contractual entitlement to 45% of the Total Recovery for attorney's fees. The LAW FIRM wanted more money. In fact, the LAW FIRM took over 90% of the Total Recovery. In an effort to break the Representation Contract and legitimize taking 90% of the Total Recovery, COOK used deceit as described in this Complaint. Ultimately though, COOK lied to GILLESPIE about a Court ruling. COOK told GILLESPIE that the *United States Court of Appeals for the Eleventh Circuit* awarded the LAW FIRM \$50,000 in attorney's fees and costs, triggering a "whichever is higher clause" for Court awards. The LAW FIRM then created a false Closing Statement to effect the deception. In fact, GILLESPIE later discovered that the *United States Court of Appeals* never awarded \$50,000 to the LAW FIRM, but ruled that each party must bear their own costs and attorney's fees. The LAW FIRM's unjust enrichment was \$18,675.54.

COUNT I - BREACH OF CONTRACT

7. GILLESPIE realleges and incorporates by reference paragraphs 1 through 6, and alleges and incorporates by reference paragraphs 22 through 51.
8. GILLESPIE entered into a written Class Representation Contract with the LAW FIRM to perform legal services. (Hereinafter the “Representation Contract”). (Exhibit 1).
9. The legal service performed by the LAW FIRM was a contingency lawsuit, further identified as the matter styled Eugene R. Clement, et al. v. Amscot Corporation, Case No. 8:99-cv-2795-T-26C in the United States District Court, Middle District of Florida, Tampa Division; and on appeal Eugene R. Clement, et al. v. Amscot Corporation, Case No. 01-14761-A in the United States Court of Appeals, For the Eleventh Circuit. (Herein after called the “Action”). The subject matter was “payday loan” consumer litigation.
10. There were three plaintiffs in the Action: Eugene R. Clement, Gay Ann Blomefield, and Neil Gillespie.
11. The Action sought class action status but the LAW FIRM’s various motions for class action status were denied by the Court.
12. The Action settled in GILLESPIE’s favor on October 30, 2001. The Action settled for business reasons, and the LAW FIRM did not prevail on the merits or appeal.
13. The Total Recovery for the Action was \$56,000 (Exhibit 2).
14. The LAW FIRM refused to honor the terms of the Representation Contract with GILLESPIE when disbursing his share of the \$56,000 Total Recovery.
15. Under the terms and conditions of the Representation Contract, and Florida Bar Rule 4-1.5(f)(4)(B)(i), the LAW FIRM was entitled to \$31,325.46 calculated as follows:

- a. Attorney's fees of \$25,200 (45% of the Total Recovery); and
 - b. Cost and expenses, \$3,580.67; and
 - c. Expenses paid to a former law firm, \$2,544.79 (Jonathan L. Alpert).
16. Contrary to law and the Representation Contract, the LAW FIRM took \$50,000 from the Total Recovery under the guise of court-awarded attorney's fees and costs.
 17. The LAW FIRM's unjust enrichment was \$18,675.54.
 18. GILLESPIE's lawful share of the settlement is \$8,224.78. (Exhibit 3).
 19. The LAW FIRM paid GILLESPIE \$2,000.00.
 20. The LAW FIRM owes GILLESPIE \$6,224.78.

WHEREFORE plaintiff demands judgment for \$6,224.78 against defendants, together with interest, costs, expenses, and attorney's fees.

COUNT II - FRAUD

21. GILLESPIE realleges and incorporates by reference paragraphs 1 through 20.
22. On August 1, 2001, United States District Judge Richard Lazzara issued an order in the Action denying Class Certification as moot, dismissed Count I with prejudice, dismissed Counts II and III without prejudice to bring in state court, and closed the file.
23. Soon after the ruling described in paragraph 22, COOK told GILLESPIE that during a telephone conversation with lawyer John Anthony, the attorney for Amscot Corporation ("Amscot"), that John Anthony offered COOK a \$5,000 "consulting fee" or "non-refundable retainer" to refrain from appealing the ruling or filing state law claims. COOK described this payment as an "improper payoff attempt" and not an offer to settle. COOK said that "the Florida Bar likely would prohibit such an agreement." Nonetheless COOK did not report John Anthony's "improper payoff attempt" to the Florida Bar.

24. When COOK told GILLESPIE that “the Florida Bar would likely prohibit such an agreement”, GILLESPIE believed that John Anthony did something unethical if not unlawful. Because COOK did not report John Anthony’s “improper payoff attempt” to the Florida Bar, GILLESPIE became suspect of COOK’s motivation and alliances.

25. COOK told GILLESPIE that Amscot did not want to pay the plaintiffs anything because Amscot resented the plaintiffs for suing. COOK told GILLESPIE that this was a “sticking part” or barrier to a settlement. COOK told GILLESPIE that Amscot did not resent COOK or the LAW FIRM, and Amscot wanted to pay money to COOK and the LAW FIRM to settle the Action. COOK maintained that the “sticking part” was a \$1,000 payment to each of three plaintiffs, not a \$50,000 payment to the LAW FIRM. Because this argument was counterintuitive (and later proved false), GILLESPIE became further suspect of COOK’s motivation and alliances.

26. COOK’s “sticking part” argument was his segue into evading the Representation Contract with GILLESPIE. COOK deceitfully used the “sticking part” argument to frame the settlement in terms useful to the LAW FIRM and against the interests of his clients.

27. COOK falsely told GILLESPIE that the LAW FIRM incurred costs and expenses in the Action of about \$33,000. COOK used this amount as a basis to justify his \$50,000 demand from Amscot. GILLESPIE later learned that the actual costs and expenses were only \$3,580.67, plus \$2,544.79 paid a former law firm, for a total \$6,125.46.

28. On August 15, 2001, COOK wrote GILLESPIE that he would appeal the ruling described in Paragraph 22, but not file a State lawsuit, and demand \$1,000 each to settle the plaintiff’s claims, and \$50,000 for the LAW FIRM’s attorney’s fees and costs from Amscot. COOK’s offer was consistent with his “sticking part” ruse. COOK’s separate negotiation with Amscot placed

COOK in a position of conflict with his clients. (Ex. 4).

29. On August 16, 2001 GILLESPIE wrote COOK and specifically challenged his “sticking part” argument. (Exhibit 5). GILLESPIE wrote to COOK:

“I agree with you that the Defendant will probably not accept your settlement offer. I believe the sticking point is your request for \$50,000 in attorney’s fees and costs. I do not believe the \$1,000 request each for myself, Mr. Clement and Ms. Blomefield is a barrier to settlement. Therefore I suggest you ask for a lesser amount of attorney’s fees and costs. Given your lack of success in this matter thus far, I suggest you ask for \$10,000 in attorney’s fees and costs. I believe this is a more realistic amount. Given how poorly the case has gone up to now, I believe it is in our interest to settle quickly.”

GILLESPIE was concerned that the ultimate loss of the case would leave him indebted to Amscot for its costs and attorney’s fees. COOK’s separate negotiation with Amscot placed COOK in a position of conflict with GILLESPIE.

30. In a memo dated Monday, August 20, 2001, COOK wrote the following to memorialize his conversation with GILLESPIE: (Exhibit 6).

a. COOK: “I explained to him that I did not believe that the sticking part was created through the attorney’s fees, but rather it was the payment to the clients.”

b. COOK: “I told him of my conversation with John Anthony in which he offered to pay this firm \$5,000.00 but would not agree to pay our client’s anything.”

c. COOK: “I told him I rejected that offer. He asked me why I had not mentioned the settlement offer to him previously. I told him it was not a settlement offer. It was an improper payoff attempt.”

d. COOK: "I told him that the \$50,000.00 demand was not set in stone and we would consider the \$10,000.00 offer that he suggested.

31. Once COOK admitted to GILLESPIE that the LAW FIRM would accept \$10,000 for legal fees, anything more was lawfully part of the Total Recovery to which plaintiffs were entitled a percentage under the terms of the Representation Contract. The proposed settlement was economic in nature, for business reasons, and was not based on any legal victory, nor constrained by Truth In Lending Act (TILA) limitations or its fee-shifting provision. This settlement was market driven and COOK was rolling the dice, not collecting lawyer's fees. COOK's demand was speculative and the LAW FIRM had taken a proprietary interest in the action, under the guise of collecting lawyer's fees.

32. COOK submitted an offer to Amscot on August 20, 2001, asking for \$1,000 for each plaintiff, forgiveness of any outstanding loans (GILLESPIE did not have an outstanding loan), and \$50,000 payment to the LAW FIRM for attorney's fees and costs.

33. Amscot countered COOK's offer in the preceding paragraph with an offer to pay each plaintiff \$1,000, forgive any outstanding debts (GILLESPIE did not owe Amscot any money), and a \$10,000 payment to the LAW FIRM, in a letter dated August 24, 2001.

34. Unexpectedly Amscot offered and then paid the LAW FIRM \$50,000.

35. Likewise Amscot offered and then paid each plaintiff \$2,000.

36. The \$2,000 paid by Amscot to GILLESPIE was substantially less than \$10,000 COOK told GILLESPIE he might recover as a class-action representative. In fact the \$2,000 received was only 20%, or one-fifth, the recovery GILLESPIE expected.

37. The LAW FIRM never sent a bill to Amscot for legal services, nor provided Amscot any basis for the \$50,000 in attorney's fees and cost. Amscot unexpectedly increased its offer to

COOK by \$40,000, with little or no negotiation. COOK was happy that he did not report Mr. Anthony's prior "improper payoff attempt" to the Florida Bar.

38. Once Amscot agreed to pay the plaintiffs a monetary settlement, COOK's earlier "sticking part" argument failed as a strategy to evade the Representation Contract with GILLESPIE. Therefore COOK utilized a new ruse. COOK told GILLESPIE that the *United States Court of Appeals for the Eleventh Circuit* awarded \$50,000 in attorney's fees and costs to the LAW FIRM, and that this fact precluded recovery under the Representation Contract, citing a "whichever is higher" provision for court-awarded attorney's fees and costs.

39. The LAW FIRM prepared a phony Closing Statement dated October 31, 2001 falsely reflecting the \$50,000 court-awarded attorney's fees and costs. (Exhibit 7).

40. The Closing Statement prepared by the LAW FIRM did not list any costs and expenses. In fact the LAW FIRM incurred \$3,580.67 in costs and expenses, and paid a former law firm, Jonathan Alpert, \$2,544.79, for a total of \$6,125.46. COOK did not disclose this information to GILLESPIE until May 9, 2003, over nineteen months later. Also, the LAW FIRM did not disclose that approximately 600 hours of legal work was spent on the Amscot case for GILLESPIE's benefit until June 23, 2003, over twenty months later. Since much of this time was spent at the Jonathan Alpert law firm, and has already been paid by Mr. Alpert, this could represent double-billing by the LAW FIRM. However the details of this information remain secret and concealed at this time.

41. Informed Consent. GILLESPIE lacked the knowledge to make an informed choice when he signed the Closing Statement because of the deceptions used by COOK and the LAW FIRM described in paragraphs 27, 40, and elsewhere in this Complaint.

42. GILLESPIE relied upon COOK's false statements, and the LAW FIRM's false Closing

Statement, specifically the fact that the *United States Court of Appeals for the Eleventh Circuit* awarded \$50,000 in attorney's fees and costs, and in reliance thereupon GILLESPIE approved the settlement.

43. The LAW FIRM took \$50,000 from the Total Recovery of the Action under the guise of court-awarded costs and attorney's fees on or about November 1, 2001, and paid GILLESPIE \$2,000. The LAW FIRM also paid \$2,000 each to Eugene R. Clement and Gay Ann Blomefield. This event occurred in the LAW FIRM office in the city of Tampa, Florida, Hillsborough County. (Exhibit 2).

44. On May 9, 2003 COOK disclosed to GILLESPIE the actual costs and expenses incurred by the LAW FIRM in the Action. Because of the significant discrepancy between the actual amount (\$6,125.46) and the false amount (\$33,000) that COOK said were incurred in paragraph 27, GILLESPIE further investigated the settlement.

45. GILLESPIE located the Appellate Court file and read that the *United States Court of Appeals for the Eleventh Circuit* granted a Motion for Dismissal with the parties bearing their own costs and attorney's fees. This proved the falsity of COOK's assertion that the Appellate Court awarded \$50,000 to the LAW FIRM. (Exhibit 7).

46. COOK and the LAW FIRM committed fraud because:

a. COOK's statement to GILLESPIE that the Appellate Court awarded the LAW FIRM \$50,000 in attorney's fees and costs was a material fact that was untrue, as was the LAW FIRM's Closing Statement to GILLESPIE listing court-awarded fees and costs of \$50,000. The Closing Statement's disclosure was a material fact that was untrue; and

b. The falsehood described above was known by COOK and the LAW FIRM to be untrue at the time it was made; and

c. The falsehood by COOK and the LAW FIRM was stated for the purpose of inducing GILLESPIE to approve a settlement; and

d. GILLESPIE relied upon the falsehood from COOK and the LAW FIRM as true and correct, and approved the settlement on October 30, 2001; and

e. By approving the settlement GILLESPIE suffered financial loss of \$6,224.78, by accepting the sum of \$2,000 instead of the sum of \$8,224.78 to which GILLESPIE was entitled under law and the Representation Contract.

47. When GILLESPIE joined this Action as a plaintiff, he believed Amscot had violated consumer law as COOK advised. During the course of litigation the Court ruled otherwise, and GILLESPIE accepted the fact that COOK was wrong and that Amscot acted lawfully. Also during the course of litigation it became clear to GILLESPIE that COOK was deceitful, and that the Breach of Contract and Fraud described in this Complaint were far worse than anything of which Amscot was accused. GILLESPIE recently apologized to Amscot's President, Ian Mackechnie.

WHEREFORE plaintiff demands judgment damages against defendants, together with interest, costs, expenses, and attorney's fees.

**COUNT III – BREACH OF FIDUCIARY DUTY AS TO
BARKER, RODEMS, & COOK, P.A.,**

GILLESPIE, by and through his undersigned attorney, sues LAW FIRM and alleges:

48. GILLESPIE realleges paragraphs 1 -47

49. At all times alleged above, LAW FIRM was in a fiduciary relationship with the plaintiff.

50. The LAW FIRM's actions alleged above constituted a breach of that fiduciary obligation in that LAW FIRM sought to advance their own interests over the interests of GILLESPIE.

51. GILLESPIE was damaged in that he did not receive the full value for his claims in the lawsuit forward by LAW FIRM nor did he receive full value from their services.
52. LAW FIRM's actions were the direct cause of the Plaintiffs damages.

COUNT IV – BREACH OF FIDUCIARY DUTY AS TO WILLIAM J. COOK

GILLESPIE, by and through his undersigned attorney, sues COOK, and alleges:

53. GILLESPIE realleges paragraphs 1 -47
54. At all times alleged above, COOK was in a fiduciary relationship with GILLESPIE as the responsible attorney for GILLESPIE.
55. An attorney has a personal fiduciary obligation to a client independent of any employee relationship he may have with his law firm.
56. COOK's actions alleged above constituted a breach of that fiduciary obligation in that COOK sought to advance his own interest over the interests of GILLESPIE.
57. GILLESPIE was damaged in that he did not receive full value for his claims in the lawsuit forward by COOK nor did he receive full value from COOK's services.
58. COOK's actions were the direct cause of GILLESPIE's damages.

Demand for Trial by Jury

Pursuant to Rule 1.430(b) of the Fla. R. Civ. P., plaintiff demands trial by jury.

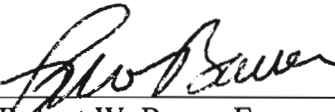
RESPECTFULLY SUBMITTED this 2nd day of May, 2007.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above AMENDED ANSWER TO COUNTER-COMPLAINT has been served by U. S. Mail to RYAN C. RODEMS, ESQ. this 2 day of May 2007.

Ryan C. Rodems, Esq.
400 N Ashley Dr., Ste 2100
Tampa, FL 33602

Law Office of Robert W. Bauer, P.A.

By: 

Robert W. Bauer, Esq.
Florida Bar No.: 0011058
2815 NW 13th St., Ste 200E
Gainesville, FL 32609
352.375.5960
352.337.2518 fax

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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; WILLIAM
J. COOK,

Defendants.

**ORDER GRANTING PLAINTIFF'S MOTION TO WITHDRAW PLAINTIFF'S
NOTICE OF VOLUNTARY DISMISSAL**

This action, having come before the Court on Plaintiff's Pro Se Motion to Withdraw Plaintiff's Notice of Voluntary Dismissal, and the Court, having reviewed the file and having heard oral argument from counsel for both sides, finds:

1. The Pro Se Plaintiff filed his Notice of Voluntary Dismissal on February 7, 2007 prior to retaining his current counsel.
2. Notices of Voluntary Dismissal cannot be filed pursuant to Rule 1.420 when a counter-claim is pending without first receiving leave of court. Rogers v. Publix Super Markets, Inc., 575 So.2d 214 (Fla. 5th DCA, 1990)
3. Therefore, the Notice of Voluntary Dismissal was not effective to dismiss the Plaintiff's cause of action.
4. The Pro Se Plaintiff filed a Motion for an Order of Voluntary Dismissal prior to retaining his current counsel pursuant to Rule 1.420 on February 7, 2007 and such motion required a court order for it to be effective.
5. On February 15, 2007 the Pro Se Plaintiff filed a Notice of Withdrawal of Voluntary Dismissal.
6. Plaintiff's Motion for an Order of Voluntary Dismissal was ineffective to dismiss the Plaintiff's case.
7. It is further determined that as a matter of law that Plaintiff is not entitled to file a

EXHIBIT

2

counter counter-complaint in response to Defendant's Counter-Complaint absent a modification of the current rules of civil procedure.

ORDERED:

Plaintiff's Notice of Voluntary Dismissal is hereby withdrawn.

ORIGINAL SIGNED

AUG 31 2007

JAMES M. BARTON, II
CIRCUIT JUDGE

The Honorable James M. Barton, II
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing ORDER GRANTING PLAINTIFF'S MOTION TO WITHDRAW PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL was served to the following by U.S. Mail this ___ day of _____ 2007:

Ryan C. Rodems, Esq.
400 N Ashley Dr., Ste 2100
Tampa, FL 33602

Robert W. Bauer, Esq.
2815 NW 13th St., Ste 200E
Gainesville, FL 32609

Judicial Assistant

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

NEIL J. GILLESPIE

Plaintiff,

v.

Case No.:05-CA-007205

Division: C

BARKER, RODEMS & COOK, P.A.,
a Florida Corporation; and
WILLIAM J. COOK,

Defendant,

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CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FLORIDA

Am

PLAINTIFF'S MOTION FOR REHEARING

Plaintiff, NEIL J. GILLESPIE, files this Motion for Rehearing in accordance with Rule 1.530 of the Florida Rules of Civil Procedure, and alleges the following:

1. This action was heard on October 30, 2007, and July 1, 2008, and the resulting judgment was entered on July 7, 2008. A copy of the judgment is attached as Exhibit A and made a part of this Motion for all purposes.
2. Plaintiff moves for rehearing on the grounds that the Court's judgment was based on the Defendants' representations that there was a signed attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
3. Defendants have not produced a signed copy of the attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
4. Defendants have only produced a signed copy of the attorney fee agreement between Alpert, Barker, Rodems, Ferrentino & Cook and the Plaintiff. A copy of the fee agreement is attached as Exhibit B and made a part of this Motion for all purposes.
5. Defendant Cook signed the attorney fee agreement between Alpert,

Barker, Rodems, Ferrentino & Cook and the Plaintiff.

6. Defendants breached the attorney fee agreement by disregarding the provisions of the agreement and taking an amount of attorneys' fees that far exceeded the amount enumerated in said agreement.
7. The total recovery in the class action lawsuit was \$56,000.
8. Defendants took \$50,000 under the false assertion that this was the amount of court-awarded attorneys' fees.
9. In the attorney fee agreement, the Defendants were entitled to receive either court-awarded attorneys' fees, 33.334% of total recovery prior to the time an answer is filed or a demand for appointment of arbitrators is made, or 40% of the total recovery from the time of the filing of an answer or the demand for appointment of arbitrators through the entry of judgment. The law firm was entitled 5% of the total recovery after a notice of appeal is filed by any party or if post judgment relief or action is required for recovery on the judgment.
10. Defendants were actually entitled to \$31,325.46, which consists of the attorneys' fees, costs and expenses, and the expenses paid to the former law firm.
11. Defendants received \$18,675.54 more than they were entitled to.
12. Each plaintiff in the class action suit was entitled to \$8,224.78.
13. Plaintiff recovered only \$2,000.00 from the class action suit.
14. Plaintiff was damaged by this breach of the fee agreement in the amount of \$6,224.78.

15. Defendant Cook was the Plaintiff's lawyer individually.
16. The final judgment on Defendant Cook on the count of breach of contract is contrary to law because it was through Defendant Cook's actions in negotiating and representing the settlement, in which the law firm breached the attorney fee agreement.
17. The final judgment on the count of fraud is contrary to law in that the conduct of the Defendants in making false representations to the Plaintiff is not an act in performance of the fee agreement.
18. The final judgment on the count of fraud is contrary to law in that the Plaintiff's claim is not barred by the economic loss rule because the Defendants' fraudulent actions were independent of the Defendants' actions in breaching the contract.
19. Defendants breached the contract by receiving a greater percentage of the total recovery amount than they were entitled.
20. Defendants committed fraud outside of the scope of their legal representation and the attorney fee agreement by deceiving their client, the Plaintiff.
21. The scope of the Defendants' representation of the Plaintiff did not include deceiving their client with false representations about the terms of the settlement of the case.
22. The scope of the Defendants' representation of the Plaintiff did not include falsifying a closing statement to induce the Plaintiff to settle.
23. Plaintiff is entitled to a rehearing to decide the issues based on the signed

fee agreement that is to be produced by Defendants.

24. Plaintiff is entitled to a rehearing to decide the issues based on the conduct of making false representations to the Plaintiff.

25. Plaintiff is entitled to a rehearing to decide the issues based on the conduct of preparing a false closing statement.

WHEREFORE, Plaintiff, NEIL J. GILLESPIE, requests that the Court set aside the judgment entered on July 7, 2008, and grant a new hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above PLAINTIFF'S MOTION FOR REHEARING has been sent by U.S. Mail to the following this 16th day of July, 2008.

Ryan C. Rodems, Esq.
400 North Ashley Drive, Suite 2100
Tampa, FL 33602

Law Office of Robert W. Bauer, P.A.

BY: Tanya M. Uhl
Robert W. Bauer, Esq.
Florida Bar No. 0011058
Tanya M. Uhl Esq.
Florida Bar No. 0052924
2815 NW 13th Street, Suite 200E
Gainesville, Florida
Telephone: (352) 375-5960
Fax: (352) 337-2518

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

NEIL J. GILLESPIE,

Plaintiff,

vs.

Case No.: 05CA7205

Division: C

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; and WILLIAM
J. COOK,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT COOK

THIS ACTION was heard on Defendants' Motion for Judgment on the Pleadings on
Tuesday, October 30, 2007 and Tuesday, July 1, 2008, and

IT IS ADJUDGED that Plaintiff Neil J. Gillespie take nothing by this action against
Defendant William J. Cook, whose address is 400 North Ashley Drive, Suite 2100, Tampa,
Florida 33602, and that Defendant Cook go hence without day and recover costs from Plaintiff,
the amount of which the Court shall retain jurisdiction to determine.

DONE AND ORDERED in Chambers this _____ day of July, 2008.

ORIGINAL SIGNED

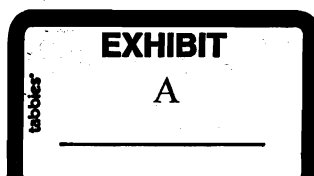
JUL 7 2008

JAMES M. BARTON, II
CIRCUIT JUDGE

James M. Barton, II
Circuit Judge

Copies to:

Robert W. Bauer, Esquire (Counsel for Plaintiff)
Ryan Christopher Rodems, Esquire (Counsel for Defendants)



CLASS REPRESENTATION CONTRACT

#6

I. PURPOSE

I/We, Neil Gillespie
do hereby retain and employ the law firm of Alpert, Barker, Rodems, Ferrentino & Cook, P.A., to investigate my potential claim resulting from My transaction
ANSCOT
and, if advisable, to pursue necessary litigation on my behalf.

I/We understand that I/we may be one of several plaintiff(s) or part of a class of plaintiff(s) represented by Alpert, Barker, Rodems, Ferrentino & Cook, P.A.

II. COSTS AND EXPENSES

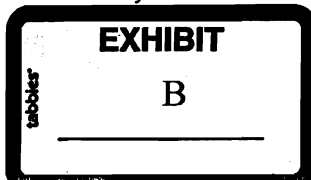
I/We hereby agree to pay for the costs and expenses of the investigation and preparation of my/our claims for damages. Should it be necessary to institute a lawsuit or arbitration proceeding, I/we agree to pay all costs and expenses associated with any Court or arbitration proceeding. If an appeal of any decision is filed, regardless of the person or party filing such appeal, I agree to pay the costs and expenses associated with initiating or responding to such appeal.

I/We authorize Alpert, Barker, Rodems, Ferrentino & Cook, P.A., to advance and pay any costs and expenses it deems appropriate to the handling of my case. I/We will pay Alpert, Barker, Rodems, Ferrentino & Cook, P.A., for the costs and expenses advanced out of the portion of any recovery remaining after attorneys' fees have been subtracted. I/We will then receive the portion of what remains, which is known as the "net recovery". Thus, the "total recovery" (all monies received or collected, including attorneys' fees, if awarded) less Alpert, Barker, Rodems, Ferrentino & Cook, P.A.'s attorneys' fees and any costs and expenses will equal the "net recovery".

I/We understand that my/our portion of the "net recovery" will be a prorated or per person share which will be proportional to that of all other class members. The amount of money I/we receive will be determined by dividing the "net recovery" (the amount of any recovery remaining after attorneys' fees and expenses have been subtracted) by the number of class members who are determined eligible to receive proceeds from any judgment or settlement. I/We understand that the Court or other tribunal may approve a different ratio or formula depending upon the circumstances.

If there is no recovery, or if the total recovery is not adequate to pay for all of the costs and expenses advanced, I/we understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., will not seek payment from me for any expenses.

If I/we terminate this contract, then Alpert, Barker, Rodems, Ferrentino & Cook, P.A., may seek payment from me/us for any costs and expenses allowed by law.



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III. ATTORNEYS' FEES

In almost all cases in America, each party to a lawsuit or arbitration proceeding pays its own attorneys' fees. In rare cases, the Defendant(s) may pay all or part of the attorneys' fees or the Court or arbitration panel may award attorneys' fees based upon a statute or otherwise.

I/We agree to pay Alpert, Barker, Rodems, Ferrentino & Cook, P.A., an attorneys' fee if it is successful in obtaining any monies or other benefit on my behalf. I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., will receive the attorneys' fees awarded by a Court or arbitration panel or will receive the applicable percentage of the "total recovery" (all monies received from the Defendant(s) including, but not limited to, money for actual damages, punitive damages, interest, penalties, attorneys' fees and expenses), whichever is higher. The applicable percentages shall be as follows:

- A. 33.334% of the "total recovery" prior to the time that an answer is filed or a demand for appointment of arbitrator(s) is made; thereafter,
- B. 40% of the "total recovery" from the time of the filing of an answer or the demand for appointment of arbitrator(s), through the entry of a judgment;
- C. An additional 5% of the "total recovery" after a Notice of Appeal is filed by any person or party or if post-judgment relief or action is required for recovery on the judgment.

In the event that my/our claim is settled on terms of an agreement calling for payment in installments, whether monthly, annually or otherwise, in the future, my/our attorneys' contingent fee percentage shall be calculated on the costs of any structured settlement or, if the cost is unknown, on the present money value of the structured settlement. If both the damages and the attorneys' fees are to be paid out in future installments, this limitation shall not apply.

I/We understand that if there is no recovery, I/we will not be indebted to Alpert, Barker, Rodems, Ferrentino & Cook, P.A., for any attorneys' fees.

If I/we terminate this contract, then Alpert, Barker, Rodems, Ferrentino & Cook, P.A., may seek payment from me/us for any attorneys' fees allowed by law.

**IV. ALPERT, BARKER, RODEMS, FERRENTINO & COOK, P.A. MAY
WORK WITH OTHER LAWYERS ON MY CASE**

I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., in its discretion, may work with other lawyers on my/our case if deemed necessary. If Alpert, Barker, Rodems, Ferrentino & Cook, P.A., agrees to work with other lawyers on my/our case, I/we understand that the attorneys' fees I/we will have to pay will not increase. Other law firms or lawyers hired by Alpert, Barker, Rodems, Ferrentino & Cook, P.A., will be paid out of the attorneys' fees agreed to in this contract and, if I/we so desire, I/we will be advised regarding how the attorneys' fees are divided.

V. WHAT THIS CONTRACT COVERS

A. Scope of Representation

At the time of signing this contract, I/we also signed a Statement of Client's Rights as well as an Acknowledgment regarding investigation of my claim. These three documents encompass the entire agreement between me/us and Alpert, Barker, Rodems, Ferrentino & Cook, P.A. These signed agreements take the place of any prior, oral or written agreements and may only be changed or modified by a separate, written agreement signed and dated by me/us and Alpert, Barker, Rodems, Ferrentino & Cook, P.A.

This contract is to be interpreted in accordance with Florida law.

I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., has no duty to represent me/us in any matters other than my/our potential claim resulting from _____
my transactions with AMSCOT

I/We understand that if Alpert, Barker, Rodems, Ferrentino & Cook, P.A., determines, at some later date, that my claim should not or cannot be reasonably prosecuted by the Firm, the Firm may notify me in writing of this decision and withdraw as my attorneys. Under such circumstances, I shall be responsible to Alpert, Barker, Rodems, Ferrentino & Cook, P.A., only for any fees and costs permitted by law.

B. Documents and Information

I/we authorize the lawyers to utilize my/our documents and/or information in any regulatory, enforcement, or other proceedings of any kind as may be necessary in the lawyers' sole discretion.

APPROVAL OF THIS CONTRACT

The undersigned client(s) has/have, before signing this contract, received and read the Statement of Client's Rights and understands each of the rights set forth therein. The undersigned client(s) has/have signed the Statement and received a signed copy to refer to while being represented by the undersigned attorneys.

This contract may be cancelled by written notification to the attorneys at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled the client(s) shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in representation of the client(s), the attorneys are entitled to be reimbursed for such amounts as the attorneys have reasonably advanced on behalf of the client(s).

I/We have read this contract and any documents specifically referenced herein, and agree to all terms referenced within such documents.

DATED: 11/3/2000

DATED: 11-3-2000

William G. Cook of
Alpert, Barker, Rodems,
Ferrentino & Cook, P.A.
Post Office Box 3270
Tampa, Florida 33601-3270
813/223-4131

Paul J. Kelly
Client

Client

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 2nd DAY OF August 2010



PAT FRANK
CLERK OF CIRCUIT COURT
BY Donna Healey C.C.

UAW LEGAL SERVICES PLAN
UAW-GM UAW-Ford UAW-Chrysler LLC
2454 McMullen Booth Road, Bldg. B - Suite 425, Clearwater, FL 33759
Phone: (727) 669-5319 or (877) 309-1787 Fax: (727) 669-0978

Robert Burrell
Managing Attorney
Tanya Bell
Staff Attorney

August 5, 2010

Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481

Dear Mr. Gillespie:

I am in receipt of your letter dated August 3, 2010 in which you request that I provide you an explanation as to the extent of my involvement in your case. In regards to the Plaintiff's Motion for Rehearing that I signed, I did so at the direct request of Robert W. Bauer in his absence. I did not prepare that Motion or even work on that Motion. To my knowledge, I was not directly involved in your case.

Thank you for your time.

Sincerely,



Tanya Bell
Attorney at Law

EXHIBIT

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Neil Gillespie

From: "Neil Gillespie" <neilgillespie@mfi.net>
To: "Ann G. Breeden" <agb@bauerlegal.com>
Sent: Tuesday, August 12, 2008 11:37 AM
Attach: 1_july_2008_gillespie.ptx; 103007hearing - Vol. I.ptx
Subject: Re: Transcripts
Ms. Breeden,

Attached are the transcripts you requested. Let me know if you need anything else. I appreciate your efforts on my behalf. Thank you.

Neil Gillespie

----- Original Message -----

From: [Ann G. Breeden](#)
To: '[Neil Gillespie](#)'
Sent: Tuesday, August 12, 2008 11:25 AM
Subject: Transcripts

Mr. Gillespie-

Mr. Rodems has responded to Mr. Bauer regarding our Motion for Rehearing. He specifically was asking about a reference made to a statement made by Mr. Rodems about Barker, Rodems, and Cook being in possession of a signed fee agreement. Mr. Bauer has asked me to review the transcripts of the two hearings to ensure that Mr. Rodems did in fact state that at one of the hearings. We are having trouble locating the transcripts to these hearings. Mr. Bauer has asked me to contact you and ask if you would kindly forward the e-mailed transcripts of the hearings dated October 30, 2007 and July 1, 2008 so that we can respond to Mr. Rodems. I apologize for any inconvenience this may cause you.

Thank you,
Ann G. Breeden
agb@bauerlegal.com
The Law Office of Robert W. Bauer, P.A.
2815 NW 13th Street, Suite 200E
Gainesville, FL 32609
Phone: (352) 375-5960
Fax: (352) 337-2518

No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.138 / Virus Database: 270.6.1/1605 - Release Date: 8/11/2008 4:!



September 5, 2007

Neil Gillespie
8092 SW 115th Loop
Ocala, FL 34481

Ref: Case Status

Dear Mr. Gillespie,

This letter is to provide you with a brief description of what occurred at last month's hearing on your motion to withdraw voluntary dismissal. As I indicated in my telephone messages after the hearing, we prevailed in our motion and your cause of action has been reinstated.

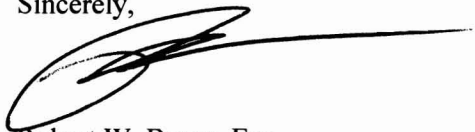
I believe it is necessary at this time to reevaluate the initial complaint and draft an amended complaint to include allegations of malpractice and breach of fiduciary duty. I believe that it is likely from the comments of opposing counsel that at this time, they are going to attempt to seek an interlocutory appeal in regards to the issue of jurisdiction over this case.

The issue of jurisdiction is more clearly stated in that they believe the court no longer has jurisdiction to hear your causes of action after the voluntary dismissal. I, of course, am willing to handle any appeal that is filed in this action and will advise you as soon as possible for a need to respond to this. However, I must advise you that the defendant seeking interlocutory appeal while the case is pending is going to cause us to have two cases to focus our attention on at one time. This is going to cause a significant amount of work on the part of our office. I only advise you of this so that you will not be surprised when the monthly attorney's bills increase significantly over the coming months.

I do not anticipate any problems from you in regard to the payment of your bills as you have been most courteous and prompt in your responses and payments to bills that have been forwarded. I simply advise you of this to give you advance warning of what might be a financial difficulty for you.

If you have any questions or concerns regarding this, please contact me.

Sincerely,



Robert W. Bauer, Esq.

RWB/kam

EXHIBIT

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

NEIL J. GILLESPIE,

Plaintiff,

vs.

Case No.: 05CA7205

Division: F

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; and WILLIAM
J. COOK,

Defendants.

_____ /

ORDER DENYING PLAINTIFF'S MOTION TO DISQUALIFY COUNSEL

THIS CAUSE having come on to be heard on Tuesday, April 25, 2006, on Plaintiff's Motion to Disqualify Counsel, and the proceedings having been read and considered, and counsel and Mr. Gillespie having been heard, and the Court being otherwise fully advised in the premises, it is ORDERED:

The motion to disqualify is denied with prejudice, except as to the basis that counsel may be a witness, and on that basis, the motion is denied without prejudice.

DONE and ORDERED in Chambers, this 12TH day of May, 2006.

Richard A. Nielsen

Richard A. Nielsen
Circuit Judge

Copies to:

Neil J. Gillespie, pro se
Ryan Christopher Rodems, Esquire

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 3rd DAY OF August 2010



PAT FRANK
CLERK OF CIRCUIT COURT
BY *Donna Healy* D.C.

HILLSBOROUGH COUNTY
CIRCUIT COURT
2006 MAY 15 PM 1:31
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CLERK OF CIRCUIT COURT
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EXHIBIT
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**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GENERAL CIVIL DIVISION**

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

BARKER, RODEMS & COOK, P.A.,
a Florida corporation, WILLIAM
J. COOK,

DIVISION: H

Defendants.

**PLAINTIFF'S ACCOMODATION REQUEST
AMERICANS WITH DISABILITIES ACT (ADA)**

Plaintiff requests an accommodation under the Americans With Disabilities Act (ADA) and states:

1. Plaintiff was determined totally disabled by Social Security in 1994.
2. Defendants are familiar with Plaintiff's disability from their prior representation of him. Defendants investigated his eligibility to receive services from the Florida Department of Vocational Rehabilitation (DVR). DVR determined that Plaintiff was too severely disabled to benefit from services. Defendants concurred, and notified Plaintiff of their decision in a letter to him dated March 27, 2001. (Exhibit A).
3. Plaintiff has the following medical conditions which are disabling and prevent him from effectively participating in court proceedings, including:
 - a. Depression and related mood disorder. This medical condition prevents Plaintiff from working, meeting deadlines, and concentrating. The inability to concentrate at times affects Plaintiff's ability to hear and comprehend.

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THIRTEENTH JUDICIAL
CIRCUIT CIVIL

EXHIBIT

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b. Post Traumatic Stress Disorder (PTSD), makes Plaintiff susceptible to stress, such as the ongoing harassment by Defendants' lawyer, Mr. Rodems.

c. Velopharyngeal Incompetence (VPI) is a speech impairment that affects Plaintiff's ability to communicate.

d. The medical treatment for depression includes prescription medication that further disables Plaintiff's ability to do the work of this lawsuit, and further prevents him from effectively participating in the proceedings.

4. Prior to the onset of the most disabling aspects Plaintiff's medical condition(s), he was a productive member of society, a business owner for 12 years, and a graduate of both the University of Pennsylvania and The Evergreen State College.

5. On March 3, 2006, Ryan Christopher Rodems telephoned Plaintiff at his home and threatened to use information learned during Defendants prior representation against him in the instant lawsuit. Mr. Rodems' threats were twofold; to intimidate Plaintiff into dropping this lawsuit by threatening to disclose confidential client information, and to inflict emotional distress, to trigger Plaintiff's Post Traumatic Stress Disorder, and inflict injury upon Plaintiff for Defendants' advantage in this lawsuit.

6. On March 6, 2006, Mr. Rodems made a false verification the Court about the March 3, 2006 telephone call. Mr. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions, and told the Court under oath that Plaintiff threatened acts of violence in Judge Nielsen's chambers. It was a stunt that backfired when a tape recording of the phone call showed that Mr. Rodems lied. Plaintiff notified the Court about Mr. Rodems' perjury in Plaintiff's Motion With Affidavit To Show Cause Why Ryan Christopher Rodems Should not Be Held In Criminal Contempt Of Court and Incorporated Memorandum Of Law submitted January 29, 2007.

7. Mr. Rodems' harassing phone call to Plaintiff of March 3, 2006, was a tort, the *Intentional Infliction of Emotional Distress*. Mr. Rodems' tort injured Plaintiff by aggravating his existing medical condition. From the time of the call on March 3, 2006, Plaintiff suffered worsening depression for which he was treated by his doctors.

a. On May 1, 2006 Plaintiff's doctor prescribed Effexor XR, a serotonin-norepinephrine reuptake inhibitor (SNRI), to the maximum dosage.

b. Plaintiff's worsening depression, and the side affects of the medication, lessened Plaintiff's already diminished ability to represent himself in this lawsuit.

c. On October 4, 2006 Plaintiff began the process of discontinuing his medication so that he could improve is ability to represent himself in this lawsuit.

d. On or about November 18, 2006, Plaintiff discontinued the use of anti-depression medication, to improve his ability to represent himself in this lawsuit.

8. Mr. Rodems continued to harass Plaintiff during the course of this lawsuit in the following manner:

a. Mr. Rodems lay-in-wait for Plaintiff outside Judge Nielsen's chambers on April 25, 2006, following a hearing, to taunt him and provoke an altercation.

b. Mr. Rodems refused to address Plaintiff as "Mr. Gillespie" but used his first name, and disrespectful derivatives, against Plaintiff's expressed wishes.

c. Mr. Rodems left insulting, harassing comments on Plaintiff's voice mail during his ranting message of December 13, 2006.

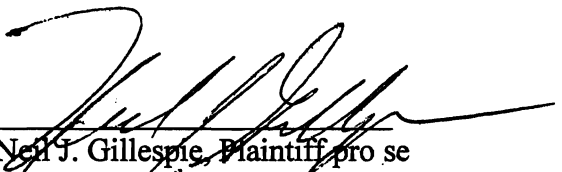
d. Mr. Rodems wrote Plaintiff a five-page diatribe of insults and ad hominem abusive attacks on December 13, 2006.

9. Plaintiff notified the Court of his inability to obtain counsel in *Plaintiff's Notice of Inability to obtain Counsel* submitted February 13, 2007.

10. Plaintiff acknowledges that this ADA accommodation request is unusual, but so are the circumstances. Defendants in this lawsuit are Plaintiff's former lawyers, who are using Plaintiff's client confidences against him, while contemporaneously inflicting new injuries upon their former client based on his disability.

WHEREFORE, Plaintiff requests additional time to obtain counsel, a stay in the proceedings for 90 days. Plaintiff also requests accommodation in the form of additional time to meet deadlines when needed due to his disability.

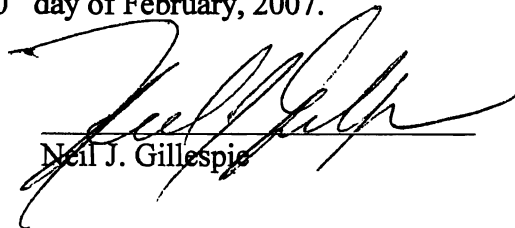
RESPECTFULLY SUBMITTED this 20th day of February, 2007.



Neil J. Gillespie, Plaintiff pro se
8092 SW 115th Loop
Ocala, Florida 34481
Telephone: (352) 502-8409

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via US Mail to Ryan C. Rodems, attorney, Barker, Rodems & Cook, P.A., 400 N Ashley Dr., Suite 2100, Tampa, FL 33602, this 20th day of February, 2007.



Neil J. Gillespie

BARKER, RODEMS & COOK
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

CHRIS A. BARKER
RYAN CHRISTOPHER RODEMS
WILLIAM J. COOK

300 West Platt Street, Suite 150
Tampa, Florida 33606

Telephone 813/489-1001
Facsimile 813/489-1008

March 27, 2001

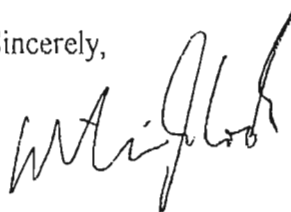
Neil J. Gillespie
Apartment C-2
1121 Beach Drive NE
St. Petersburg, Florida 33701-1434

Re: Vocational Rehabilitation

Dear Neil:

I am enclosing the material you provided to us. We have reviewed them and, unfortunately, we are not in a position to represent you for any claims you may have. Please understand that our decision does not mean that your claims lack merit, and another attorney might wish to represent you. If you wish to consult with another attorney, we recommend that you do so immediately as a statute of limitations will apply to any claims you may have. As you know, a statute of limitations is a legal deadline for filing a lawsuit. Thank you for the opportunity to review your materials.

Sincerely,



William J. Cook

WJC/mss

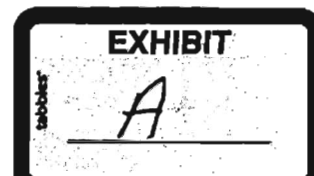
Enclosures

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 31st DAY OF August 2001



PAT FRANK
CLERK OF CIRCUIT COURT
BY Donna Healy D.C.

168



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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

BARKER, RODEMS & COOK, P.A.,
a Florida corporation, WILLIAM
J. COOK,

DIVISION: C

Defendants.

PLAINTIFF'S AMENDED ACCOMODATION REQUEST
AMERICANS WITH DISABILITIES ACT (ADA)

Plaintiff requests an accommodation under the Americans With Disabilities Act

(ADA) and states:

1. Plaintiff was determined totally disabled by Social Security in 1994.
2. Defendants are familiar with Plaintiff's disability from their prior representation of him. Defendants investigated his eligibility to receive services from the Florida Department of Vocational Rehabilitation (DVR). DVR determined that Plaintiff was too severely disabled to benefit from services. Defendants concurred, and notified Plaintiff of their decision in a letter to him dated March 27, 2001. (Exhibit A).

Defendants were also informed of Plaintiff's medication for depression by fax dated October 6, 2000, Effexor XR 150mg. (Exhibit B).

3. Plaintiff has the following medical conditions which are disabling and prevent him from effectively participating in court proceedings, including:

- a. Depression and related mood disorder. This medical condition prevents Plaintiff from working, meeting deadlines, and concentrating. The inability to

FILED
CLERK OF CIRCUIT COURT
HILLSBOROUGH CNTY. FL
CIRCUIT CIVIL
2007 MAR -5 PM 3:44

EXHIBIT

9

concentrate at times affects Plaintiff's ability to hear and comprehend. The medical treatment for depression includes prescription medication that further disables Plaintiff's ability to do the work of this lawsuit, and further prevents him from effectively participating in the proceedings.

b. Post Traumatic Stress Disorder (PTSD), makes Plaintiff susceptible to stress, such as the ongoing harassment by Defendants' lawyer, Mr. Rodems.

c. Velopharyngeal Incompetence (VPI) is a speech impairment that affects Plaintiff's ability to communicate.

d. Type 2 diabetes. This was diagnosed in 2006 after Defendants' representation.

4. Prior to the onset of the most disabling aspects Plaintiff's medical condition(s), he was a productive member of society, a business owner for 12 years, and a graduate of both the University of Pennsylvania and The Evergreen State College.

5. On March 3, 2006, Ryan Christopher Rodems telephoned Plaintiff at his home and threatened to use information learned during Defendants prior representation against him in the instant lawsuit. Mr. Rodems' threats were twofold; to intimidate Plaintiff into dropping this lawsuit by threatening to disclose confidential client information, and to inflict emotional distress, to trigger Plaintiff's Post Traumatic Stress Disorder, and inflict injury upon Plaintiff for Defendants' advantage in this lawsuit.

6. On March 6, 2006, Mr. Rodems made a false verification the Court about the March 3, 2006 telephone call. Mr. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions, and told the Court under oath that Plaintiff threatened acts of violence in Judge Nielsen's chambers. It was a stunt that backfired when a tape recording of the phone call showed that Mr. Rodems lied. Plaintiff notified the Court

about Mr. Rodems' perjury in Plaintiff's Motion With Affidavit To Show Cause Why Ryan Christopher Rodems Should not Be Held In Criminal Contempt Of Court and Incorporated Memorandum Of Law submitted January 29, 2007.

7. Mr. Rodems' harassing phone call to Plaintiff of March 3, 2006, was a tort, the *Intentional Infliction of Emotional Distress*. Mr. Rodems' tort injured Plaintiff by aggravating his existing medical condition. From the time of the call on March 3, 2006, Plaintiff suffered worsening depression for which he was treated by his doctors.

a. On May 1, 2006 Plaintiff's doctor prescribed Effexor XR, a serotonin-norepinephrine reuptake inhibitor (SNRI), to the maximum dosage.

b. Plaintiff's worsening depression, and the side affects of the medication, lessened Plaintiff's already diminished ability to represent himself in this lawsuit.

c. On October 4, 2006 Plaintiff began the process of discontinuing his medication so that he could improve is ability to represent himself in this lawsuit.

d. On or about November 18, 2006, Plaintiff discontinued the use of anti-depression medication, to improve his ability to represent himself in this lawsuit.

8. Mr. Rodems continued to harass Plaintiff during the course of this lawsuit in the following manner:

a. Mr. Rodems lay-in-wait for Plaintiff outside Judge Nielsen's chambers on April 25, 2006, following a hearing, to taunt him and provoke an altercation.

b. Mr. Rodems refused to address Plaintiff as "Mr. Gillespie" but used his first name, and disrespectful derivatives, against Plaintiff's expressed wishes.

c. Mr. Rodems left insulting, harassing comments on Plaintiff's voice mail during his ranting message of December 13, 2006.

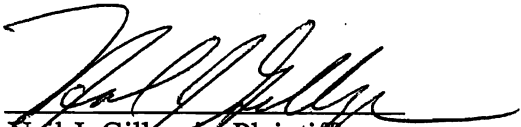
d. Mr. Rodems wrote Plaintiff a five-page diatribe of insults and ad hominem abusive attacks on December 13, 2006.

9. Plaintiff notified the Court of his inability to obtain counsel in *Plaintiff's Notice of Inability to obtain Counsel* submitted February 13, 2007.

10. Plaintiff acknowledges that this ADA accommodation request is unusual, but so are the circumstances. Defendants in this lawsuit are Plaintiff's former lawyers, who are using Plaintiff's client confidences against him, while contemporaneously inflicting new injuries upon their former client based on his disability.

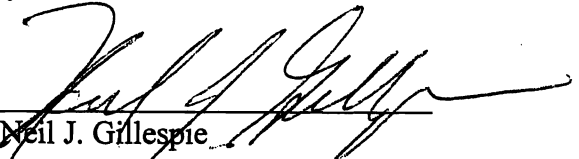
WHEREFORE, Plaintiff requests additional time to obtain counsel, a stay in the proceedings for 90 days. Plaintiff also requests accommodation in the form of additional time to meet deadlines when needed due to his disability.

RESPECTFULLY SUBMITTED this 5th day of March, 2007.


Neil J. Gillespie, Plaintiff pro se
8092 SW 115th Loop
Ocala, Florida 34481
Telephone: (352) 502-8409

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via US Mail to Ryan C. Rodems, attorney, Barker, Rodems & Cook, P.A., 400 N Ashley Dr., Suite 2100, Tampa, FL 33602, this 5th day of March, 2007.


Neil J. Gillespie

BARKER, RODEMS & COOK
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

CHRIS A. BARKER
RYAN CHRISTOPHER RODEMS
WILLIAM J. COOK

300 West Platt Street, Suite 150
Tampa, Florida 33606

Telephone 813/489-1001
Facsimile 813/489-1008

March 27, 2001

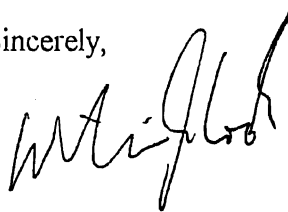
Neil J. Gillespie
Apartment C-2
1121 Beach Drive NE
St. Petersburg, Florida 33701-1434

Re: Vocational Rehabilitation

Dear Neil:

I am enclosing the material you provided to us. We have reviewed them and, unfortunately, we are not in a position to represent you for any claims you may have. Please understand that our decision does not mean that your claims lack merit, and another attorney might wish to represent you. If you wish to consult with another attorney, we recommend that you do so immediately as a statute of limitations will apply to any claims you may have. As you know, a statute of limitations is a legal deadline for filing a lawsuit. Thank you for the opportunity to review your materials.

Sincerely,



William J. Cook

WJC/mss

Enclosures

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Fax

From: Neil J. Gillespie
1121 Beach Drive NE, Apt C-2
St. Petersburg, FL 33701
Phone/Fax: (727) 823-2390

To: William J. Cook, Attorney at Law

Fax: (813) 228-9612

Date: October 6, 2000

Pages: just this page

Re: ACE Check Cashing deposition

Urgent **Please Reply** **For Your Review**

● **Comments:**

RE: Current medications

Effexor XR 150 mg (depression)

Levoxyl 0.075 mg (hormone)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 31st DAY OF August 2010



PAT FRANK
CLERK OF CIRCUIT COURT
BY Donna Healy D.C.

174



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

NEIL J. GILLESPIE,

Plaintiff and Counter-Defendant,
vs.

CASE NO.: 05-CA-007205

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; WILLIAM
J. COOK,

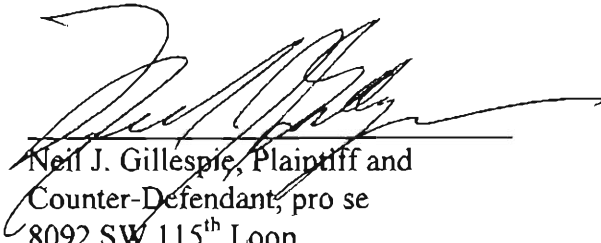
DIVISION: G

Defendants and Counter-Plaintiffs.

PLAINTIFF'S NOTICE OF FILING AFFIDAVIT OF NEIL J. GILLESPIE

Plaintiff and Counter-Defendant pro se Gillespie hereby notice the filing of the
Affidavit of Neil J. Gillespie.

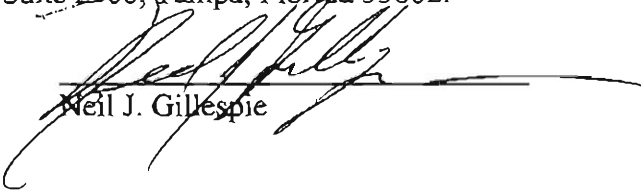
RESPECTFULLY SUBMITTED September 18, 2010.



Neil J. Gillespie, Plaintiff and
Counter-Defendant, pro se
8092 SW 115th Loop
Ocala, Florida 34481
Telephone: (352) 854-7807

Certificate of Service

I HEREBY CERTIFY that copy of the foregoing was mailed September 18, 2010
to Mr. Ryan C. Rodems, attorney for the Defendants and Counter-Plaintiffs, at Barker,
Rodems & Cook, PA, 400 North Ashley Drive, Suite 2100, Tampa, Florida 33602.



Neil J. Gillespie

EXHIBIT

10

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

NEIL J. GILLESPIE,

Plaintiff and Counter-Defendant,
vs.

CASE NO.: 05-CA-7205

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; and WILLIAM
J. COOK,

DIVISION: G

Defendants and Counter-Plaintiffs.

AFFIDAVIT OF NEIL J. GILLESPIE

Neil J. Gillespie, under oath, testifies as follows:

1. My name is Neil J. Gillespie, and I am over eighteen years of age. This affidavit is given on personal knowledge unless otherwise expressly stated.
2. Attorney Robert W. Bauer, Florida Bar ID No. 11058, formerly represented me in the above captioned lawsuit. While representing me, Mr. Bauer sent me an email on July 8, 2008, a paper copy of which is attached as Exhibit A.
3. In his email Mr. Bauer wrote he does not wish for me to attend hearings because he is concerned that Mr. Rodems' comments to me will enflame the situation. Mr. Bauer wrote the following about Mr. Rodems' comments: "I am sure that he makes them for no better purpose than to anger you. I believe it is best to keep you away from him and not allow him to prod you."
4. Upon information and belief, the behavior Mr. Bauer has attributed to Defendants counsel Mr. Rodems, comments made "for no better purposes than to anger

you”, is unlawful harassment and a violation of section 784.048, Florida Statutes. As used in section 784.048(1)(a) "Harass" means to engage in a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose. As used in section 784.048(1)(b) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose. (relevant portion). As used in section 784.048(2) Any person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking, a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

5. Since March 3, 2006, Mr. Rodems has directed, with malice aforethought, a course of harassing conduct toward me that has aggravated my disability, caused substantial emotional distress, and serves no legitimate purpose, as further described in the following pleadings and documents:

- a. Plaintiff's Accommodation Request Americans with Disabilities Act (ADA), February 20, 2007
- b. Plaintiff's Amended Accommodation Request Americans with Disabilities Act (ADA), March 5, 2007
- c. ADA Assessment and Report by Ms. Karin Huffer, MS, MFT, February 17, 2010.
- d. Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie, February 19, 2010
- e. Notice of Americans with Disability Act (ADA) Accommodation Request of Neil J. Gillespie, February 19, 2010

f. Request For Accommodations By Persons With Disabilities And Order, 13th Judicial Circuit, February 18, 2010. Note item 6, Special requests or anticipated problems (specify): "I am harassed by Mr. Rodems in violation of Fla. Stat. section 784.048". Copy attached to this Affidavit as Exhibit B

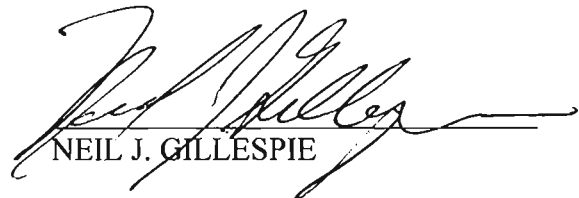
g. Emergency Motion To Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA July 9, 2010

h. Numerous other pleadings and documents, see the case file.

6. Mr. Rodems set a level of animosity in this lawsuit described by Mr. Bauer on the record: "...Mr. Rodems has, you know, decided to take a full nuclear blast approach instead of us trying to work this out in a professional manner. It is my mistake for sitting back and giving him the opportunity to take this full blast attack." (Transcript, August 14, 2008, Emergency Hearing, the Honorable Marva Crenshaw, p. 16, line 24).

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 17th day of September 2010.



NEIL J. GILLESPIE

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority authorized to take oaths and acknowledgments in the State of Florida, personally appeared NEIL J. GILLESPIE, known to me, who, after having first been duly sworn, deposes and says that the above matters contained in this Affidavit are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal this 17th day of September 2010.




Notary Public
State of Florida

Neil Gillespie

From: "Robert W. Bauer, Esq." <rwb@bauerlegal.com>**To:** "Neil Gillespie" <neilgillespie@mfi.net>**Sent:** Tuesday, July 08, 2008 6:05 PM**Subject:** RE: attached, Notice of Filing Fact Information Sheet

It was my understanding that my office did contact you. I have already apologized and have stated that I will correct the error with the court. I can do nothing more.

No – I do not wish for you to attend hearings. I am concerned that you will not be able to properly deal with any of Mr. Rodems comments and you will enflame the situation. I am sure that he makes them for no better purpose than to anger you. I believe it is best to keep you away from him and not allow him to prod you. You have had a very adversarial relationship with him and it has made it much more difficult to deal with your case. I don't not wish to add to the problems if it can be avoided.

I agree that there are personal exemptions – but as you may note I have already filled a stay which we are scheduling for hearing at this time.

Robert W. Bauer, Esq.
Law Office of Robert W. Bauer, P.A
2815 NW 13th St. Suite 200E
Gainesville, FL 32609
352.375.5960
352.337.2518 - Facsimile
Bauerlegal.com

From: Neil Gillespie [mailto:neilgillespie@mfi.net]**Sent:** Tuesday, July 08, 2008 1:20 PM**To:** Robert W. Bauer, Esq.**Subject:** attached, Notice of Filing Fact Information Sheet**Importance:** High

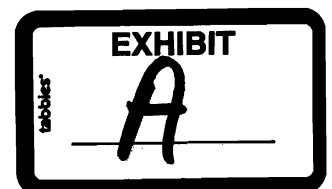
July 8, 2008

Mr. Bauer,

Attached is my Notice of Filing Fact Inforamtion Sheet, which includes the Fact Information Sheet and attachments. You know, it is pretty outrageous that you would attend the contempt hearing without calling me beforehand to find out why the Fact Information Sheet was not filed. I could have done it then and you could have presented it to the court, without risking my incarceration, posting a bond, or angering the judge. Should I attend future hearings, to be available for questions like this? Please contact me if you have any questions.

A local attorney I spoke with said there is a \$1,000.00 personal exemption that could act to protect my vehicle. He also advised me to consult with an asset protection specialist lawyer, because he warned Mr. Rodems will likely try and go after the assets in my family's trust. I wanted the opportunity to do that before filing the Fact Information Sheet, but there is no time.

Neil Gillespie



9/13/2010

No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.138 / Virus Database: 270.4.6/1540 - Release Date: 7/8/2008 6:33 AM

No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.138 / Virus Database: 270.4.6/1540 - Release Date: 7/8/2008 6:33 AM



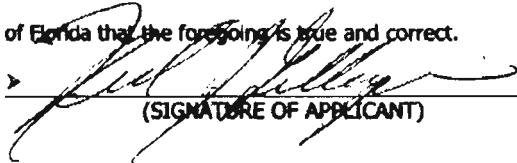
REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND ORDER

Administrative Office of the Courts

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPLICANT (name): Neil J. Gillespie APPLICANT IS: <input type="checkbox"/> Witness <input type="checkbox"/> Juror <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Party <input type="checkbox"/> Other Person submitting request (name): Neil J. Gillespie APPLICANT'S ADDRESS: 8092 SW 115th Loop, Ocala, FL 34481 TELEPHONE NO: (352) 854-7807 LOCATION: STREET ADDRESS: 8092 SW 115th Loop, Ocala, FL 34481 MAILING ADDRESS: 8092 SW 115th Loop, Ocala, FL 34481 CITY AND ZIP CODE: Ocala, FL 34481 E-MAIL ADDRESS: neilgillespie@mfi.net BRANCH NAME: Circuit Civil Court DIVISION: C NAME OF JUDGE: Circuit Court Judge James M. Barton, II CASE NAME: Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, 05-CA-7205 NAME OF ATTORNEY (if applicable): none, pro se | FOR COURT USE ONLY <input type="checkbox"/> Web (Date OPI received): _____ <input type="checkbox"/> Facsimile <input type="checkbox"/> Written notice Date ADA Coordinator received: _____ Case number: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Applicant requests accommodations under Florida Rules of Court, Rule 2.065, as follows:

1. Division of Court: Criminal Civil Juvenile
2. Type of proceeding to be covered (specify: hearing, trial):
All meetings, procedures, hearings, discovery process, trials, appeals, and any other court-related activity.
3. Dates accommodations needed (specify):
All dates and times from the commencement of this action until its final conclusion including any appeal.
4. Impairment necessitating accommodations (specify):
Please see the ADA Assessment and Report prepared by Karin Huffer, MS, MFT
5. Type of accommodations (specify):
Please see the ADA Accommodation Request of Neil J. Gillespie submitted February 19, 2010
6. Special requests or anticipated problems (specify): I am harassed by Mr. Rodems in violation of Fla. Stat. section 784.048
7. I request that my identity be kept CONFIDENTIAL NOT be kept CONFIDENTIAL

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.
 Date: February 18, 2010
 Neil J. Gillespie
 (TYPE OR PRINT NAME) 
(SIGNATURE OF APPLICANT)

ADMINISTRATIVE OFFICE OF THE COURT USE ONLY

| | |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> request for accommodations is GRANTED because | <input type="checkbox"/> the request for accommodations is DENIED because |
| <input type="checkbox"/> the applicant satisfies the requirements of the rule. | <input type="checkbox"/> the applicant does not satisfy the requirements of the rule. |
| <input type="checkbox"/> it does not create an undue burden on the court. | <input type="checkbox"/> It creates an undue burden on the court. |
| <input type="checkbox"/> It does not fundamentally alter the nature of the service, program, or activity. | <input type="checkbox"/> it fundamentally alters the nature of the service, program, or activity (specify): |
| <input type="checkbox"/> alternate accommodations granted (specify): | |

ROUTE TO:
 Court Facilities Court Interpreter Center
 Date: _____

 ADA COORDINATOR

REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND ORDER



COPY



AFFIDAVIT OF NEIL J. GILLESPIE IN REBUTTAL OF BEVERLY LOWE

Neil J. Gillespie, under oath, testifies as follows:

1. My name is Neil J. Gillespie, and I am over eighteen years of age. This affidavit is given on personal knowledge unless otherwise expressly stated.

2. Attorney Robert W. Bauer, Florida Bar ID No. 11058, formerly represented me a lawsuit, Neil J. Gillespie v. Barker, Rodems & Cook, PA, and William J. Cook, Case No. 05-CA-007205, Hillsborough Circuit Civil Court, Tampa. I was referred to Mr. Bauer by The Florida Bar Lawyer Referral Service (LRS) February 26, 2007. Mr. Bauer moved to withdrawal as my attorney, and the court subsequently granted his motion October 1, 2009.

3. Mr. Bauer's representation of me was negligent. I notified Bauer by certified letter dated December 16, 2009 that the time to resolve our dispute amicably had expired. I concluded that Mr. Bauer was in breach of contract, breach of fiduciary duty, that he engaged in fraud and other unlawful and unprofessional conduct. I notified Mr. Bauer that he was not entitled to further payments from me. I notified Mr. Bauer that I would seek to recover money wrongly paid to him. I notified Mr. Bauer that he violated the Americans with Disabilities Act (ADA). I informed Mr. Bauer that he can expect a lawsuit, and a complaint for misconduct. I demanded the return of my files immediately. There was no demand for money and no threats were made.

4. On July 15, 2010 I submitted a complaint of misconduct against Mr. Bauer. The Florida Bar opened an inquiry into Mr. Bauer, File No. 2011-00,073 (8B). Mr. Bauer submitted a response to the Bar dated August 18, 2010. "Exhibit D" of Mr. Bauer's response was the "Affidavit of Beverly Lowe". The affidavit is written in a theatrical style and contains falsehoods

of material facts, material omissions, and exaggerations. The affidavit appears to be concocted to discredit the complaint of misconduct I made against Mr. Bauer.

5. Ms. Lowe swore that during the relevant times hereto, she was the Office Manager at The law Office of Robert W. Bauer. Ms. Lowe essentially described four sets of facts, three of which related to the time when I was a client of the firm, and a fourth to an incident November 20, 2009 when I was not a client of the firm.

6. First, Ms. Lowe states that I was already a client of the firm when she began. My notes show that I first met Ms. Lowe February 26, 2008, one year after the LRS referral. After that I may have met Ms. Lowe one or two times during my time as a client. The meetings were cordial. While I was a client I received billing invoices from her that contained numerous errors that were later resolved in my favor. I do not have any personal dispute with Ms. Lowe.

7. Second, Ms. Lowe states she was told I suffered “some form of disability, possibly PTSD, and that we should take precautions when dealing with him. As such, I ensured that when I or others dealt with him, we were very courteous and accommodating to him.” It is true that I am disabled. I never discussed my disability with Ms. Lowe.

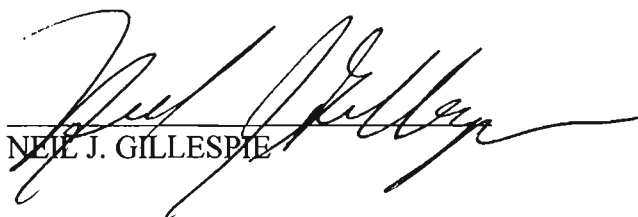
8. Third, Ms. Lowe states that “Despite these efforts, I witnessed Mr. Gillespie threaten to sue Mr. Bauer on more that one occasion if Mr. Bauer didn’t do things the way that Mr. Gillespie wanted him to.” This statement by Ms. Lowe is false. I never threatened to sue Mr. Bauer while I was a client. It is my understanding that when a client sues or threatens to sue a lawyer, that threat immediately terminates the attorney-client relationship.

9. Fourth, Ms. Lowe described an incident November 20, 2009 that she alleges occurred when I was no longer a client of Mr. Bauer. This incident was incidental to a

prearranged meeting to pick up my case file. Mr. Bauer failed to have the file ready or even know about the meeting. Mr. Bauer blamed his staff for the negligence. Ms. Lowe's affidavit contains falsehoods, omissions and exaggerations. Ms. Lowe stated that "Mr. Gillespie's message did not resonate with me such that I can recall it today..." Rather than attempt to refute each false accusation of this ridiculous account, I made a separate affidavit of the incident. Also of note, upon information and belief, Ms. Lowe and Mrs. Beal are no longer employed by Mr. Bauer. An investigator on my behalf called the law office of Mr. Bauer Monday, September 13, 2010 and spoke with "Mary" who told my investigator that Beverly Lowe and Alison Beal are no longer employed at the firm.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 17th day of September 2010.



NEIL J. GILLESPIE

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority authorized to take oaths and acknowledgments in the State of Florida, personally appeared NEIL J. GILLESPIE, known to me, who, after having first been duly sworn, deposes and says that the above matters contained in this Affidavit are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal this 17th day of September 2010.




Cecilia Rosenberger
Notary Public
State of Florida

AFFIDAVIT OF NEIL J. GILLESPIE

Mr. Bauer's Refusal to Return My Case File

Neil J. Gillespie, under oath, testifies as follows:

1. My name is Neil J. Gillespie, and I am over eighteen years of age. This affidavit is given on personal knowledge unless otherwise expressly stated.
2. Attorney Robert W. Bauer, Florida Bar ID No. 11058, formerly represented me a lawsuit, Neil J. Gillespie v. Barker, Rodems & Cook, PA, and William J. Cook, Case No. 05-CA-007205, Hillsborough Circuit Civil Court, Tampa, Florida. I was referred to Mr. Bauer by The Florida Bar Lawyer Referral Service (LRS) February 26, 2007. Mr. Bauer moved to withdrawal as my attorney October 13, 2008. The court granted his motion October 1, 2009.
3. Following his withdrawal from representation Mr. Bauer failed to return my case file and documents, and otherwise failed to discuss the matter. After Mr. Bauer left the case I was not represented by counsel. I needed my case file to proceed pro se.
4. In a letter to Mr. Bauer dated November 16, 2009, I demanded the return of my case file. I sent the letter by United States Postal Service (USPS) Certified Mail, Article No. 7009 0820 0000 6708 7187. The letter states that "Pending advice to the contrary, I will pick up the file in your office Friday, November 20, 2009, at 1:00pm." A copy of the letter is attached. (Exhibit A). The certified mail return card shows the letter was delivered November 17, 2009 and bears the signature of "A Beal". A copy of the certified mail return card, certified mail receipt, and USPS receipt is attached. (Exhibit B)
5. By Friday November 20, 2009 Mr. Bauer had not acknowledged or responded to my letter demanding the return of my file. No one from his office contacted

me about the file. Therefore I drove from Ocala to Gainesville to pickup the file as stated in my letter. (Exhibit A). The trip was delayed due to a traffic accident on I-75 and I arrived later than 1:00 PM stated in the letter.

6. Mr. Bauer's office is located on the second floor of the Bank of America building, 2815 NW 13th Street, Suite 200E, Gainesville, FL 32609. Mr. Bauer occupies several rooms among other offices occupied by unrelated tenants. All the offices on the second floor appear to share a central reception desk and waiting area across from the elevator. When I arrived I was greeted by a woman at the reception desk who identified herself as Alison Beal. I had not previously met Ms. Beal but had spoken with her on the phone. I told Ms. Beal I was here for an appointment to pick up my file.

7. Almost immediately I saw Mr. Bauer in the hall leading to the reception area. Mr. Bauer was standing facing a woman who had her back against the wall. They were close together in an intimate stance. I did not recognize the woman, and at the time I assumed it may have been his wife, Toya Lawanda Bauer. Upon subsequent information provided in the "Affidavit of Beverly Lowe" of August 17, 2010, I now believe the woman was Beverly Lowe. I did not speak with Ms. Lowe.

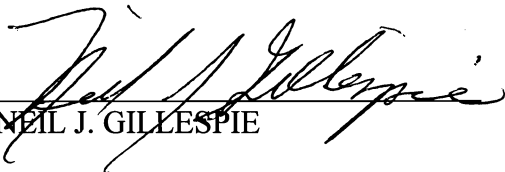
8. I approached Mr. Bauer and said I was here to pick up my file. Mr. Bauer claimed ignorance and said he did not receive my letter. In response I handed Mr. Bauer a copy of the letter. Mr. Bauer read the letter and said he would provide the file but needed to copy items in the file and was short of staff to do this immediately. I offered to wait while someone completed whatever had to be done to get the file ready for me. Mr. Bauer refused my offer. I explained that I sent a demand for the file by certified mail and did not understand why Mr. Bauer did not respond if the file would not be ready today. Mr. Bauer

responded with more excuses. Mr. Bauer said he is not aware of every piece of mail received and blamed his staff for overlooking my letter. Mr. Bauer said it is difficult to find qualified staff. At this point I cut him short and said "I am tired of your bullshit and I want my fucking file". Mr. Bauer continued making excuses and I repeated myself. This cycle continued whereupon Mr. Bauer asked me to leave and I immediately complied. I left his office without my file and drove back home to Ocala.

9. As of today Mr. Bauer has not returned my file. Instead Mr. Bauer sent me letters dated November 23, 2009. Mr. Bauer demanded payment of \$12,650.13 for an outstanding balance. Mr. Bauer wrote (in part) "The law allows an attorney to exercise a charging lean (sic) against a client file's prior to returning the file to the client. Please be aware that I intend to exercise my right to charging Lane (sic) against your file in the above now. Upon your satisfaction of the above lien I will happily return your file to you." The word "lien" is spelled three different ways in the letter. (Exhibit 3).

FURTHER AFFIANT SAYETH NAUGHT.

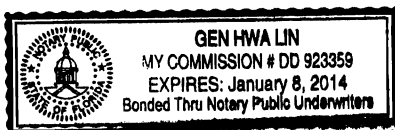
Dated this 18th day of September 2010.

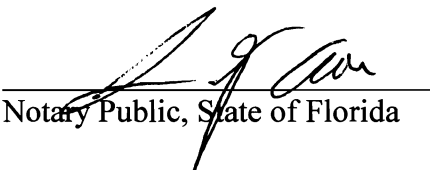

NEIL J. GILLESPIE

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority authorized to take oaths and acknowledgments in the State of Florida, appeared NEIL J. GILLESPIE, personally known to me or provided identification who, after having first been duly sworn, deposes and says that the above matters contained in this Affidavit are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal this 18th day of September 2010.




Notary Public, State of Florida

Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481

Telephone: (352) 854-7807
email: neilgillespie@mfi.net

VIA US CERTIFIED MAIL, RETURN RECEIPT
Article No.: 7009 0820 0000 6708 7187

November 16, 2009

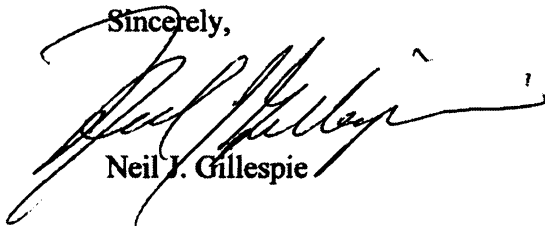
Robert W. Bauer, Attorney at Law
Law Office of Robert W. Bauer, P.A.
2815 NW 13th Street, Suite 200E
Gainesville, FL 32609

RE: Gillespie v. Barker, Rodems & Cook, PA, case no.: 05-CA-7205

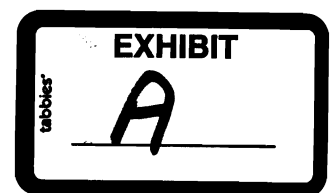
Dear Mr. Bauer:

This is a demand for return of the case file in the above captioned matter. Pending advice to the contrary, I will pick up the file in your office Friday, November 20, 2009, at 1:00pm.

Sincerely,



Neil J. Gillespie



"PADDOCK BRANCH POST OFFICE"
 Ocala, Florida
 344749998
 1143840606 -0098
 (352)861-8188 03:38:51 PM
 11/16/2009

| Product Description | Sale Qty | Unit Price | Final Price |
|------------------------------------------------|----------|----------------------|-------------|
| 44c Anna Julia Cooper PSA | 3 | \$0.44 | \$1.32 |
| GAINESVILLE FL 32609 Zone-1 First-Class Letter | | | \$0.44 |
| 0.90 oz. Return Rcpt (Green Card) Certified | | | \$2.30 |
| Label #: | | 70090820000067087187 | \$2.80 |

Issue PVI: \$5.54

Total: \$6.86

Paid by: Cash \$10.00
 Change Due: -\$3.14

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill #: 1000202407341
 Clerk: 16

All sales final on stamps and postage
 Refunds for guaranteed services only
 Thank you for your business

 HELP US SERVE YOU BETTER

Go to: <https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
 POSTAL EXPERIENCE

 YOUR OPINION COUNTS

Customer Copy



U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

9872 9029 0000 0290 6002

Postage \$ 2.40
 Certified Fee \$ 0.44
 Return Receipt Fee (Endorsement Required) \$ 2.30
 Restricted Delivery Fee (Endorsement Required) \$ 2.30
 Total Postage & Fees \$ 7.44

NOV 16 2009

Sent to Robert W. Brewer, Attorney
 Street, Apt. No., or PO Box No. 2815 NW 13th St. Suite 200E
 City, State, ZIP+4 Gainesville, FL 32609

PS Form 3811, February 2004 Domestic Return Receipt 102905-02-04-1540

2. Article Number (Transfer from service label) 7009 0820 0000 6708 7187

1. Article Addressed to:
 Robert W. Brewer, Attorney
 Law Office of Robert W. Brewer, PA
 2815 NW 13th St. Suite 200E
 Gainesville, FL 32609

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Restricted Delivery? (Extra Fee) Yes

4. Restricted Delivery? (Extra Fee) Yes

A. Signature *[Signature]* Agent Addressee

B. Received by (Printed Name) *[Name]*

C. Date of Delivery 11-17-09

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

The Law Offices of

Robert W. Bauer, P.A.

2815 NW 13th Street, Suite 200E, Gainesville, FL 32609

www.bauerlegal.com

~

Robert W. Bauer, Esq.

David M. Sams, Esq.

Phone: (352)375.5960

Fax: (352)337.2518

November 23, 2009

Mr. Neil Gillespie
8092 SW 115th Loop
Ocala, Florida 34481

By Regular and Certified Mail: 70070710000343197711

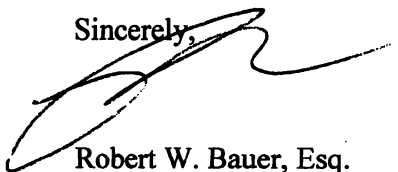
Re: Gillespie v. Barker Rodems and Cooke - 05CA007205 - 060703

Dear Mr. Gillespie:

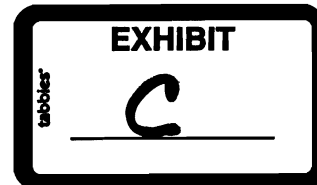
This letter will serve as confirmation that we are in receipt of your request for the return of your file. However, please be aware there is a current outstanding balance of 12,650 dollars and 13 cents in your case. The law allows an attorney to exercise a charging lean against a client file's prior to returning the file to the client. Please be aware that I intend to exercise my right to charging Lane against your file in the above now. Upon your satisfaction of the above lien I will happily return your file to you. Please be aware that I'm happy to consider any reasonable suggestion to resolve the situation.

If you have questions please feel free to contact me on an unrecorded line.

Sincerely,



Robert W. Bauer, Esq.



Neil Gillespie

From: "Joshua A Cossey" <jac@bauerlegal.com>
To: "Neil Gillespie" <neilgillespie@mfi.net>
Sent: Tuesday, August 19, 2008 12:45 PM
Subject: Bond status update.
Mr. Gillespie,

I have received your fax, submitted all relevant issues to Mr. Bauer, and submitted the application for initial review to Juris Co. I have also called them and they have acknowledge receipt. I will notify you of any further developments. Additionally, I expressed your concerns regarding the head of household statement, and will follow up with him today.

Respectfully,

Joshua A. Cossey, JD
The Law Office of Robert W. Bauer, P.A.
2815 NW 13th St., Suite 200 E
Gainesville, FL 32609
(352) 375 - 5960
(352) 337 - 2518

This e-mail or any attachments provided may contain confidential information that may be legally privileged and is for official use only. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete this message. If this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments to it may not have been produced by the Law Offices of Robert W. Bauer, P.A. Please email jac@bauerlegal.com and delete the message in its entirety.

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Version: 8.0.138 / Virus Database: 270.6.5/1620 - Release Date: 8/19/2008 6:04



Neil Gillespie

From: "Robert W. Bauer, Esq." <rwb@bauerlegal.com>
To: "Neil Gillespie" <neilgillespie@mfi.net>
Sent: Tuesday, August 19, 2008 4:24 PM
Subject: Bond

We received a response from several bonding companies. While we have been able to receive court bonds in the past that were based on a percentage – we are not able to do so at this time. They are now requiring 100% collateral for the bond. Then they charge a service fee of several thousand dollars. I cannot see any advantage for you with this. We still have the option that you can post the full amount with a disinterested third party escrow agent – I should be able to get another attorney to do that for little or nothing. Again, considering our review of what they can get I am not sure this is in your best interest. Please advise me of your desires in this as soon as possible.

Robert W. Bauer, Esq.
Law Office of Robert W. Bauer, P.A
2815 NW 13th St. Suite 200E
Gainesville, FL 32609
352.375.5960
352.337.2518 - Facsimile
Bauerlegal.com

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Version: 8.0.138 / Virus Database: 270.6.5/1620 - Release Date: 8/19/2008 6:04



Neil Gillespie

From: "Neil Gillespie" <neilgillespie@mfi.net>
To: "Robert W. Bauer, Esq." <rwb@bauerlegal.com>
Sent: Tuesday, August 19, 2008 5:35 PM
Subject: Re: Bond
August 19, 2008

Mr. Bauer,

I do not have the money you request to pay for the bond, nor do I have that amount to post with a third party. Barker Rodems & Cook took the last few hundred dollars out of my checking account on August 11, 2008 by garnishment. As you know, thus far I have paid your legal bills with credit cards or home equity loan checks. I am indebted to my mother for over \$18,000 for your attorney's fees, plus many more thousands for transcripts, other lawyer's fees, etc. She recently obtained a reverse mortgage because we could no longer make the mortgage payments. The underlying mortgage debt was due to this lawsuit in part, and for approximately \$40,000 that my sister lost in a business scam in 2004. The reverse mortgage yielded much lower than anticipated due to declining real estate values. The reverse mortgage barely covered the existing mortgage, home equity loan, and exorbitant closing costs. So there is no more money. The outstanding credit card debt used to pay your attorney's fees is unpaid. In fact, the unpaid credit card debt exceeds what is left in my mother's IRA-CD. She has no other assets. I have no other assets. Following my bankruptcy in 2003 I did not have any significant income. I purchased my present vehicle for \$700, that's about it. In 2005 I was preparing to work as a driver for KBR in Iraq, but that fell through because my CDL was not the type required. I have been involved in this lawsuit since.

As for the head of household designation, I told Mr. Cossesy today that is not likely factual. While I put most of my income toward supporting the family home and my mother, she likely contributes the same or more. The house belongs to her (in a family trust), plus all the debt incurred is her debt. Her debt contributes to our income because our income is not sufficient to live on. In the beginning I kept the finances separate and maintained careful records, but once she became ill and was hospitalized the record keeping became too time consuming.

So you could tell the court I essentially do not qualify for a bond, or cannot afford a bond. My bank account has been emptied by the garnishment. My vehicle was transferred to my mother as partial repayment of the debit I owe her. I have no credit in my name other than a \$14,000 student loan which is in forbearance. I own nothing other than my cloths and some books. Everything in our home belongs to my mother or the family trust, the furniture,



appliances, etc. Even my computer and office equipment belongs to her, as it was bought on her credit.

Please contact me if you need further information. Thank you.

Neil Gillespie.

----- Original Message -----

From: [Robert W. Bauer, Esq.](#)
To: [Neil Gillespie](#)
Sent: Tuesday, August 19, 2008 4:24 PM
Subject: Bond

We received a response from several bonding companies. While we have been able to receive court bonds in the past that were based on a percentage – we are not able to do so at this time. They are now requiring 100% collateral for the bond. Then they charge a service fee of several thousand dollars. I cannot see any advantage for you with this. We still have the option that you can post the full amount with a disinterested third party escrow agent – I should be able to get another attorney to do that for little or nothing. Again, considering our review of what they can get I am not sure this is in your best interest. Please advise me of your desires in this as soon as possible.

Robert W. Bauer, Esq.
Law Office of Robert W. Bauer, P.A
2815 NW 13th St. Suite 200E
Gainesville, FL 32609
352.375.5960
352.337.2518 - Facsimile
Bauerlegal.com

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Version: 8.0.138 / Virus Database: 270.6.5/1620 - Release Date: 8/19/2008 6:04 AM

Neil Gillespie

From: "Neil Gillespie" <neilgillespie@mfi.net>
To: "Robert W. Bauer, Esq." <RWB@bauerlegal.com>
Cc: "Natalia D Ricardo" <ndr@bauerlegal.com>; "Beverly Lowe" <bel@bauerlegal.com>
Sent: Monday, August 11, 2008 11:18 AM
Subject: writ of garnishment

Dear Mr. Bauer,

Today my bank informed me that a writ of garnishment has been served against my accounts. On Friday evening, August 8, 2008, I noticed checks I had written were not being paid. It turns out that my accounts were frozen. Today the bank would not disclose who initiated the writ of garnishment. I am assuming it was Mr. Rodems on behalf of his client Barker, Rodems & Cook, PA for their final judgment of \$11,550. The bank said the sheriff would be serving papers upon me, but as of now that has not happened.

In a letter to you dated April 8, 2008, I requested that you stay any action on the final judgment. While you have made a motion to stay the judgment, you have not even scheduled a hearing. So once again Mr. Rodems is running rings around you.

In my opinion your failure to stay the judgment or schedule a hearing on the matter amounts to professional negligence. I urge you to immediately correct your error.

By the way, my check First-Choice Court Reporting Services, Inc., issued on July 29, 2008, has not cleared, and given that my accounts were frozen, may be dishonored.

Sincerely,

Neil J. Gillespie



Neil Gillespie

From: "Neil Gillespie" <neilgillespie@mfi.net>
To: "Robert W. Bauer, Esq." <RWB@bauerlegal.com>
Cc: "Tanya Uhl" <TMU@bauerlegal.com>; "Joshua Cossey" <jac@bauerlegal.com>; "Natalia D Ricardo" <ndr@bauerlegal.com>; "Beverly Lowe" <bel@bauerlegal.com>; "Ann Breeden" <agb@bauerlegal.com>
Sent: Tuesday, August 12, 2008 10:05 AM
Subject: Writ of Garnishment
 August 12, 2008

Mr. Bauer,

Please provide a copy of the Writ of Garnishment by email. When did you first become aware that Mr. Rodems obtained a Writ of Garnishment?

Now that my bank accounts have been emptied, what else can I expect to happen?

1. Will my car be taken away? Yesterday I transferred the car to my mother's name.
2. Will things from my home be taken away? My cloths? My Computer?
3. Will there be a sheriff sale? If so, when?
4. Will my family's assets (not in my name) be taken?
5. What else can I expect as a result of the Writ of Garnishment?

During our March 27, 2008 phone call I instructed you to stay the final judgment, and you agreed to file a motion to stay. It goes without saying that the motion to stay must be filed, scheduled, and heard in a timely manner. "Timely" means BEFORE the execution of the judgment, writ of garnishment, etc. Otherwise it is a case of closing the barn door after the horse has escaped. On April 8, 2008, I instructed you by letter to stay the final judgment. Why did you fail to act in a timely matter? Why did you wait until June 9, 2008 to submit Plaintiff's Motion For Stay? Why did you fail to schedule a hearing in June? Why did you fail to schedule a hearing in July? Now that we are in the month of August, your current excuse that the judge is on vacation strains credulity.

Mr. Bauer, it appears that your failure to stay the judgment in a timely manner amounts to professional negligence. What is your opinion?

I suffer anxiety disorder, PTSD and depression, which has been aggravated by your failure to timely stay the judgment and resultant Writ of Garnishment. Yesterday my bank accounts were emptied without notice. I lost \$598.22. I had six outstanding checks, including one to First-Choice Court Reporting. Those check will likely be returned unpaid, and I will likely incur hundreds of dollars in bounced check fees. This money is needed for our very survival.

In addition, I am the primary caregiver for my 78 year-old mother who is dying of Alzheimer's disease. The disruption to our home caused by your failure to stay the judgment in a timely manner is extremely detrimental to our well-being. Yesterday I



was forced to take my frail mother to the motor vehicle office to change my vehicle title and registration to her name. We incurred over \$100.00 in costs. We cannot live without a vehicle. If Mr. Rodems takes our vehicle it would be a catastrophe, since we would be unable to obtain food, medicine, or ongoing medical treatment.

Neil Gillespie

Neil Gillespie

From: "Joshua A Cossey" <jac@bauerlegal.com>
To: <neilgillespie@mfi.net>
Cc: "Robert W. Bauer, Esq." <rwb@bauerlegal.com>
Sent: Thursday, April 24, 2008 6:36 PM
Attach: Florida Rules of Appellate Procedure 2007.pdf
Greetings Mr. Gillespie,

It was a pleasure speaking with you today regarding the questions and concerns raised surrounding case 05-CA-007205. Per our conversation, I have attached the Florida Rules of Appellate Procedure so that you may have it on hand if needed. While I can not advise you or provide legal opinions as to what should be done (strictly defaulting to Mr. Bauer), I note my personal attention to Rule 9.110. You will hear from this office before close of business tomorrow regarding this offices involvement and direction surrounding the appeal and other issues raised in our conversation.

Respectfully,

Joshua A. Cossey, JD
The Law Office of Robert W. Bauer, P.A.
2815 NW 13th St., Suite 200 E
Gainesville, FL 32609
(352) 375 - 5960
(352) 337 - 2518



Neil Gillespie

From: "Natalia Ricardo" <ndr@bauerlegal.com>
To: <neilgillespie@mfi.net>
Sent: Friday, April 25, 2008 10:54 AM
Attach: 04-25-08-Notice of Filing Appeal.pdf
Subject: Law Office of Robert W. Bauer, P.A.

Mr. Gillespie,

Attached please find the Notice of Filing Appeal as well as the Final Judgment (in one pdf). Should you have any problems viewing the attachment, please do not hesitate to contact me via e-mail or at the telephone number listed below.

Sincerely,

Natalia D. Ricardo
Legal Assistant to Robert W. Bauer, P.A.
2815 NW 13th St.
Gainesville, FL 32609
Telephone: 352.375.5960
Fax: 352.337.2518

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