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VIA US EXPRESS MAIL - OVERNIGHT
Article No.: EQ 372712159 US

September 20, 2010

Ms. Annemarie Craft, Bar Counsel
Attorney Consumer Assistance Program
The Florida Bar, ACAP
651 East Jefferson Street
Tallahassee, FL 32399-2300

RE: Robert W. Bauer; The Florida Bar File No. 2011-00,073 (8B)

Dear Ms. Craft:

This is my rebuttal to the letter submitted by Ryan Christopher Rodems in response to the above captioned complaint.

I have known Mr. Rodems for about 10 years, and initially met him when I was a client of the law firm Alpert, Barker, Rodems, Ferrentino & Cook, P.A. ("Alpert firm"), the predecessor law firm to Barker, Rodems & Cook, PA. (BRC).

Physical Attack on Arnold Levine, Attorney and Senior Citizen

Mr. Rodems and his law partners are bullies with law degrees. While I was a client of the Alpert firm, Messrs. Alpert and Rodems attended a mediation where Alpert physically assaulted opposing counsel Arnold Levine. A Tampa Police Department report dated June 5, 2000, case number 00-42020, alleges Mr. Alpert committed battery, Florida Statutes §784.03, upon attorney Arnold Levine by throwing hot coffee on him. At the time Mr. Levine was a 68 year-old senior citizen. The report states: "The victim and defendant are both attorneys and were representing their clients in a mediation hearing. The victim alleges that the defendant began yelling, and intentionally threw the contents of a 20 oz. cup of hot coffee which struck him in the chest staining his shirt. A request for prosecution was issued for battery." Mr. Rodems is listed as a witness on the police report and failed to inform me that Mr. Alpert attacked attorney Arnold Levine. A copy of the Tampa Police Department report is available upon request.

Mr. Levine previously sued Alpert, Barker & Rodems, PA, a \$5 million dollar claim for defamation, Buccaneers Limited Partnership v. Alpert, Barker & Rodems, PA, US District Court, Middle District of Florida, Tampa Division, case 99-2354-CIV-T-23C.

The coffee-throwing incident made news headlines and brought disgrace upon the legal profession. After the incident Mr. Levine filed another lawsuit against the bullies at the Alpert firm, Levine v. Alpert, Case No. 00-CA-004187, Hillsborough Circuit Civil Court.

What happened next is Mr. Rodems' *modus operandi*, accuse your opponent of criminal wrongdoing. In this case the Alpert firm accused Mr. Levine of criminal extortion for making a settlement demand. This is what Sue Carlton of St. Petersburg Times reported June 10, 2000 in story titled "Bucs accused of extortion". (Copy enclosed, Exhibit 1)

"...the meeting exploded almost as soon as it began, leaving a trail of allegations, recriminations and criminal complaints."

"The latest: On Friday the lawyer for the fans announced in court that he had asked police to investigate "threats and/or extortion" by the Bucs' lawyer at Saturday's meeting. He said the fans were threatened with losing their seats if they did not agree to a settlement that day."

"Tampa police detectives are reviewing the extortion complaint, which names Levine, Bucs general manager Rich McKay and Edward and Bryan Glazer."

"The Hillsborough State Attorney's Office is deciding whether Alpert should be charged with battery, a misdemeanor, in the coffee incident. Levine also filed a civil suit seeking damages."

The Florida Bar CLE, Basic Federal Practice 2007

When I told Mr. Bauer about the preceding incident, he wanted to use the information in defense of the libel claim against me. Soon after I retained Mr. Bauer he attended a CLE in Tampa (Basic Federal Practice 2007) where US District Judge James D. Whittemore repudiated the infamous coffee-throwing incident. While I was their client, Mr. Rodems and his partners concealed this information from me, and I failed to read about it in the newspaper. But in 2006 when I began looking for counsel, a number of lawyers in Tampa warned me about Mr. Alpert and his firm, but it was too late.

Mr. Bauer told me to get the information from the Florida Bar about this act of violence by Mr. Rodems' partner against another lawyer. The Florida Bar was very helpful, and provided me a surplus CD gratis. From there I had the CD transcribed, which the Bar authorized. (Exhibit 2). The transcript is available upon request.

Judge Whittemore discussed the erosion of professionalism and cited examples. On page 23, beginning at line 6, he said the following. This is the full paragraph for context.

6 If you think that's the only example of
7 wayward lawyer conduct during depositions just get
8 on the internet and search around. It's just
9 hilarious some of the things that go on. There
10 have been fist fights in Tampa. There has been
11 coffee thrown across the table by one lawyer
12 against another in a Federal deposition room in the
13 Federal courthouse. There have been lawyers
14 clipping their nails during depositions. That kind
15 of conduct is reprehensible.

The WrestleReunion Lawsuit

A recent example of Mr. Rodems boorish and unprofessional behavior occurred when he served as plaintiff's counsel in *WrestleReunion, LLC v. Live Nation, Television Holdings, Inc.*, United States District Court, Middle District of Florida, Case No. 8:07-cv-2093-T-27, trial August 31-September 10, 2009. Mr. Rodems lost the jury trial and then wrote a letter attacking the credibility of defense witness Eric Bischoff.

A copy of the online letter is enclosed (Exhibit 3) and may also be found online at:
<http://www.declarationofindependents.net/doi/pages/corrente910.html>

I learned about this lawsuit from an application Mr. Rodems made to the 13th Circuit Judicial Nominating Commission for a vacant judicial position.

Mr. Rodems' letter shows he lacks judicial temperament and calls into question his mental well-being. After the jury spoke and the case was over Mr. Rodems wrote the following: "It is odd that Eric Bischoff, whose well-documented incompetence caused the demise of WCW, should have any comment on the outcome of the *WrestleReunion, LLC* lawsuit. The expert report Bischoff submitted in this case bordered on illiteracy, and Bischoff was not even called to testify by Clear Channel/Live Nation because Bischoff perjured himself in a deposition in late-July 2009 before running out and refusing to answer any more questions regarding his serious problems with alcohol and sexual deviancy at the Gold Club while the head of WCW."

Mr. Rodems also wrote, "To even sit in the room and question him was one of the most distasteful things I've ever had to do in 17 years of practicing law. In fact, we understand that Bischoff was afraid to even come to Tampa and testify because he would have to answer questions under oath for a third time about his embarrassing past."

Mr. Rodems continued his attack on the witness, writing, "The sad state of professional wrestling today is directly attributable to this snake oil salesman, whose previous career highlights include selling meat out of the back of a truck, before he filed bankruptcy and

had his car repossessed. Today, after running WCW into the ground, Bischoff peddles schlock like "Girls Gone Wild" and reality shows featuring B-listers."

An Order in *WrestleReunion* (Document 181 filed 10/06/09; Exhibit 4) is revealing about Mr. Rodems. Defendant made an offer of judgment pursuant to §768.79 Florida Statutes. Mr. Rodems rejected the offer by email July 27, 2009. This is what Mr. Rodems wrote opposing counsel Greg Herbert:

"Greg: As I promised, the \$75,000 offer you made is rejected, and we have sent our proposal for \$12,000,000.00. Tell your client, we can arrange for a wire transfer to our trust account for the \$12M. Heck, we'll even agree not to pursue contempt for Bischoff's arguable perjury. Sincerely, Ryan Christopher Rodems, Barker, Rodems & Cook, P.A." (Copy available upon request)

After the jury found for the Defendant, Mr. Rodems accepted the offer of judgment he mockingly rejected, and then tried to enforce the accepted offer. The Court denied Rodems' motion to enforce the previously-rejected settlement. Clearly the citizens of Florida do not need someone like Mr. Rodems as judge.

The AMSCOT Lawsuit

The Alpert law firm sought me to serve as class-action representative in two separate lawsuits, one against ACE Cash Express and one against AMSCOT Corporation. The litigation was over so-called "payday loans" which are delayed deposit check cashing schemes that can result in usurious rates of interest for the consumer. The Alpert firm needed me to intervene and save the AMSCOT case from dismissal as its initial plaintiff Eugene Clement was unqualified. BRC assumed the cases after the Alpert firm imploded, but failed to sign new fee agreements. BRC later failed to prevail on the merits and AMSCOT settled for business reasons.

In settling AMSCOT, BRC broke the contingent fee agreement with me [the written agreement was not signed, contrary to Bar Rule 4-1.5(f)(2)], BRC lied about a claim to \$50,000 in "court-awarded fees and costs" and wrongfully took over 90% of the total recovery for themselves.

The Florida Attorney General intervened in the ACE class-action. BRC did not prevail on the merits in ACE either. BRC represented me so poorly that I called opposing counsel for help and negotiated my own settlement. The Florida AG did better for its constituencies. The AG obtained \$250,000 for the Florida State University School of Law, and \$250,000 for the Department of Banking and Finance. The AG also obtained loan forgiveness for many consumers. BRC finished poorly for their remaining client Eugene Clement, and later split their attorney's fees with him.

During the course of representation, Mr. Barker, Mr. Rodems and Mr. Cook conspired to exploit their clients, broke bar rules, and breached their duty to clients. BRC formed their

firm in secret while working for the Alpert firm. The charade went on for months. Co-conspirators Barker, Rodems and Cook secretly arranged to take clients, cases, and employees away from Jonathan Alpert. Once BRC controlled the AMSCOT case, they stopped representing my interest. BRC hijacked the case for their own benefit. They disobeyed my instructions to settle. I became a hostage in a case controlled by three bullies with law degrees.

After taking 90% of the AMSCOT settlement by fraud, BRC relied upon the parole evidence rule to enforce their scam. When I complained to the Florida Bar, BRC accused me of extortion. When I later alerted AMSCOT to the truth, BRC sued me for libel. It was all part of a corrupt business model that also involved other clients of Barker, Rodems & Cook, PA. See Plaintiff's First Amended Complaint filed May 5, 2010 for all the details of how this corrupt law firm defrauded their clients.

The Current Litigation

Mr. Rodems pulled a stunt against me in this litigation. Initially I had a good working relationship with Judge Nielsen and his judicial assistant Myra Gomez. I attended the first hearing telephonically September 26, 2005 and prevailed on Defendants' Motion to Dismiss and Strike. The Court found I established a complaint for fraud and breach of contract against Mr. Rodems' firm and law partner. This meant that Mr. Rodems must be disqualified. Partners engaged in the practice of law are each responsible for the fraud or negligence of another partner when the later acts within the scope of the ordinary business of an attorney. Smyrna Developers, Inc. v. Bornstein, 177 So.2d 16 (Fla. Dist. Ct. App. 2d Dist. 1965). Therefore I submitted Plaintiff's Motion to Disqualify Counsel.

Mr. Rodems then intentionally disrupted the tribunal with a strategic maneuver to gain an unfair advantage in the litigation. Mr. Rodems telephoned me at home March 3, 2006 about scheduling the motion to disqualify him and an argument ensued. Mr. Rodems threatened to reveal my confidential client information and other such.

On March 6, 2006 Rodems made a sworn affidavit under the penalty of perjury falsely placing the name of the trial judge in the affidavit and therefore into the controversy. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions that falsely placed the name of the Judge Nielsen into an "exact quote" attributed to Gillespie¹ about a violent physical attack in Judge Nielsen's chambers. After Rodems' perjury of March 6, 2006 Judge Nielsen did not manage the case lawfully, favored Defendants in rulings, and responded to me sarcastically from the bench.

Kirby Rainsberger, the Police Legal Advisor to the Tampa Police Department, reviewed the matter and established by letter February 22, 2010 that Mr. Rodems was not right and

¹ The portion of Gillespie's "exact quote" in dispute is "like I did before" which refers to a September 25, 2005 telephonic hearing where he prevailed. It is a self-proving metaphor. Instead Rodems swore in an affidavit that Gillespie said "in Judge Nielsen's chambers" which is false. Rodems could have used Gillespie's exact quote but he did not. Rodems added the name of Judge Nielsen with malice aforethought and did so in a sworn statement under the penalty of perjury.

not accurate in representing to the Court as an "exact quote" language that clearly was not an exact quote. Florida case law supports a finding of perjury against Mr. Rodems but Mr. Rainsberger did not agree and he did not pursue the matter further.

Transcript of March 3, 2006 phone call from Mr. Rodems to Neil Gillespie, page 6.

2 MR. RODEMS: -- based on the objectivity
3 argument. I like that.
4 MR. GILLESPIE: Now, you call here and just
5 marched into a tirade of insults.
6 MR. RODEMS: No, actually I haven't insulted
7 you at all. I've never said anything about you. I
8 just said that you don't really know the law
9 because you don't know how to practice law. And
10 that's not insulting, that's just actually the
11 facts.
12 I mean, your motion to dismiss our
13 counterclaim demonstrates a fundamental lack of
14 understanding. I mean, how do you plead the
15 Economic Loss Rule to a defamation claim? I mean,
16 that makes no sense.
17 MR. GILLESPIE: First of all, your defamation
18 claim has -- doesn't lie at all.
19 MR. RODEMS: -- the Eighth Amendment or
20 something. I mean, it just -- it really has no
21 basis. It's kind of silly. I mean, it's
22 embarrassing. It's -- it just has no basis at all.
23 MR. GILLESPIE: Actually, you're wrong there.
24 MR. RODEMS: Oh, the Economic Loss Rule
25 applies to a defamation claim?

Transcript, March 3, 2006, page 7

1 MR. GILLESPIE: First of all, your claim
2 doesn't even lie.
3 MR. RODEMS: And the Economic Loss Rule deals
4 with tort and contract claims. And when -- and
5 when the tort arises out of a contract claim
6 that's -- what you sent to Amscot had nothing to do
7 with the other -- that was a action that you
8 created against yourself. I mean, it was kind of
9 bizarre that you would even send that letter, but
10 you did, so now you will have to pay for that.
11 MR. GILLESPIE: Oh, really?
12 MR. RODEMS: Yeah.
13 MR. GILLESPIE: I'm shaking in my boots.
14 MR. RODEMS: Neil, I mean, I don't understand,
15 you know, what your plans are. You know, instead
16 of just litigating the claims you had to go out
17 there and basically accuse us of doing something
18 wrong on something like that. It's kind of weird,
19 you know. But in any event, I mean, obviously --

20 MR. GILLESPIE: What is weird is you guys
21 lying about the legal fees. Not only is that
22 weird, that's unprofessional. And you will be
23 called to account for that.
24 MR. RODEMS: Didn't you at one time purchase a
25 car so that you could get the cash rebate to get

Transcript, March 3, 2006, page 8

1 some dental work done? We're going to get to the
2 discovery, anyhow, so just tell me, did that really
3 happen?
4 MR. GILLESPIE: What?
5 MR. RODEMS: Did you purchase a car so that
6 you could get the cash rebate to get some dental
7 work done?
8 MR. GILLESPIE: Listen, this is why you need
9 to be disqualified.
10 MR. RODEMS: No, I mean, that's -- because I
11 know that? Because I know that to be a fact?
12 MR. GILLESPIE: You know it to be a fact from
13 your previous representation of me.
14 MR. RODEMS: Well, you know, see that's --
15 MR. GILLESPIE: If it is -- if it's a fact,
16 anyway.
17 MR. RODEMS: You need to study the rules and
18 regulations of the Florida Bar because when you
19 make --
20 MR. GILLESPIE: I think, I think I bought a
21 car so I would have something to drive. I don't
22 know why you buy cars, but that's why I bought it.
23 MR. RODEMS: Well --
24 MR. GILLESPIE: If it had some other benefits,
25 that's different.

Transcript, March 3, 2006, page 9

1 MR. RODEMS: I understand that car was
2 repossessed shortly after you bought it so --
3 MR. GILLESPIE: No, it wasn't repossessed.
4 MR. RODEMS: Okay. Well, then you can
5 probably drive that down to the hearing then on the
6 28th.
7 MR. GILLESPIE: No, it was voluntarily turned
8 in because after 911 attack the job that I was in
9 dried up. Okay. So listen you little, whatever,
10 you raise anything you want, I will see you on the
11 25th and I will slam you against the wall like I
12 did before.
13 MR. RODEMS: Are you threatening me?
14 MR. GILLESPIE: Are you threatening me?
15 MR. RODEMS: No, you just said you would --
16 did you mean that physically or did you mean that

17 metaphorically?
18 MR. GILLESPIE: Metaphorically.
19 MR. RODEMS: Okay. Well, I just want to be
20 clear because I understand that in talking with you
21 it's very important to be precise because you don't
22 really have a good command of the language that,
23 you know, lawyers speak. But it did sound to me
24 like you were physically threatening me.
25 MR. GILLESPIE: No, no, it wasn't a physical

Transcript, March 3, 2006, page 10

1 threat. And by the way, as far as your little
2 nonsense with this saying that you have been a
3 victim of some kind of -- oh, it's so ridiculous I
4 can't even think of the word now. You think
5 that -- I'll see you on the 25th. And I will slam
6 you legally, metaphorically against the wall like I
7 did before.
8 MR. RODEMS: Okay. We will see that, Neil.
9 MR. GILLESPIE: Okay.
10 MR. RODEMS: Okay. Bye-bye.

NOTE: The word I could not recall at line 4 was “extortion”. Rodems accused me of criminal extortion for participating in the Bar’s ACAP program in 2003. Mr. Rodems accused me of felony extortion in his Answer, Affirmative Defenses and Counterclaim, filed January 19, 2006. Paragraphs 57 and 67 of Rodems’ counterclaim relate to my effort with ACAP in 2003 to settle this matter without litigation.

Judge Nielsen’s Order of May 12, 2006 held as follows:

“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.” A certified copy of the Order is enclosed. (Exhibit 5).

The Order begs the question of disqualification, the last part: “...except as to the basis that counsel may be a witness, and on that basis, the motion is denied without prejudice.” The question is not whether Mr. Rodems may be a witness, but whether he “ought” to be a witness. Proper test for disqualification of counsel is whether counsel ought to appear as a witness.[1] Matter of Doughty, 51 B.R. 36. Disqualification is required when counsel “ought” to appear as a witness.[3] Florida Realty Inc. v. General Development Corp., 459 F.Supp. 781. See Emergency Motion to Disqualify Defendants’ Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA, filed July 9, 2010.

The counterclaim also provides a new basis for disqualification of Mr. Rodems. When Judge Nielsen ruled May 12, 2006 the counterclaim was not yet established.

Mr. Rodems' Accusation of a "serious incident of violence"

Most of Mr. Rodems' accusations in his 13 page diatribe are either false, exaggerated, or were justified in response to Mr. Rodems' boorish and unlawful behavior.

I will respond to one accusation on page 12. Mr. Rodems wrote "Mr. Gillespie fails to advise the Florida Bar of a serious incident of violence, and although I do not have first hand knowledge of this incident..." First, this was not an incident of violence. On November 20, 2009 I attempted to retrieve my case file from Mr. Bauer and he refused. The following affidavits set forth the facts.

Exhibit 6: Affidavit of Neil J. Gillespie, Mr. Bauer's Refusal to Return My Case File.

Exhibit 7: Affidavit of Neil J. Gillespie in Rebuttal of Beverly Lowe.

Trespass Warning Issued Against Mr. Rodems

February 12, 2010 Mr. Rodems filed Defendants' Request For Inspection and threatened to enter my residence and the home of my recently deceased mother. I filed Plaintiff's Motion For An Order Of Protection February 18, 2010. On March 22, 2010 I filed a trespass warning against Mr. Rodems, stating in part:

NOTICE IS GIVEN to Ryan Christopher Rodems and Barker, Rodems & Cook, PA. that you, your law partners, employees and/or agents are not permitted to enter plaintiff's home at 8092 SW 115th Loop, Ocala, Florida 34481, Marion County, for any reason whatsoever. If you do so you will be considered trespassing in violation of sections 810.08 and 810.12 Florida Statutes.

I also notified the Marion County Sheriff, and the security company for our retirement community that Mr. Rodems is to be arrested for trespass if he makes good on his threat. Mr. Rodems is a member of the National Rifle Association and has firearms. He was trained in killing by the military. Rodems and his law partner attacked Arnold Levine, a lawyer and senior citizen. Mr. Rodems terrorizes litigants and lawyers in litigation, as shown in this rebuttal.

Settlement Offer to Mr. Rodems March 3, 2010

In conclusion, I offered to settle this matter with Mr. Rodems on the condition he hire counsel to represent him. On March 3, 2010 I wrote Mr. Rodems and stated:

1. Your settlement offer is rejected. I will not enter into any agreement prepared by you or your firm. If you seriously want to settle this matter please retain counsel. My claims were reviewed by attorney Jeff Childers in September 2009. He recalculated my contractual damages at \$7,143, not \$6,224.78 in my original pro se complaint. He said the difference is because the Bar allows attorneys to

pay actual costs *before* application of a contingent fee. Mr. Childers also estimated \$100,000 in non-pecuniary costs. Currently I have expenses for attorney's fees of about \$40,000 because I paid attorneys their hourly rate for representation. My total expenses are approximately \$65,000. I expect Plaintiff's First Amended Complaint to add claims for breach of fiduciary duty and punitive damages.

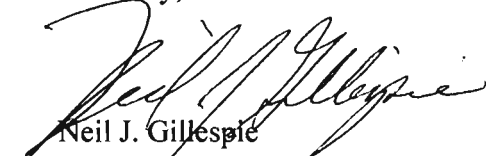
Previously I offered to settle this matter without litigation through the Attorney Consumer Assistance Program (ACAP). You responded by accusing me of criminal extortion. On September 7, 2006 attorney David M. Snyder offered to settle this matter for \$6,224.78, and noted your counterclaim had little chance of ultimate success. You rejected the offer by letter dated September 14, 2006. (see enclosures). And on December 26, 2006 you were served Plaintiff's Proposal of Settlement pursuant to section 768.79 Florida Statutes. There may have been other similar settlement offers too, all of which you rejected.

Mr. Rodems did not respond, and I take that to mean he declined. The problem is, no attorney could ethically represent Rodems' position as lawful and negotiate on that basis.

Throughout this matter Mr. Rodems has wrongfully characterized me in an effort to bolster his position. In fact, prior to the onset of the most incapacitating aspects of my disability, I 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. I am a law abiding citizen, and a background check from the Florida Department of Law Enforcement that shows I have no criminal history. (Available upon request).

Thank you for considering this rebuttal.

Sincerely,



Neil J. Gillespie

cc: Mr. Robert W. Bauer

Enclosures

Bucs accused of extortion

[SOUTH PINELLAS Edition]

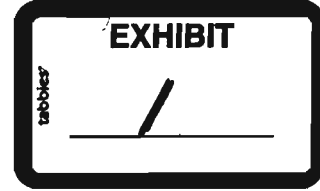
St. Petersburg Times - St. Petersburg, Fla.

Author: SUE CARLTON

Date: Jun 10, 2000

Start Page: 3.B

Text Word Count: 567



Document Text

Four season ticket holders say they were threatened at a meeting to mediate a dispute with the team over seating assignments.

They sat across a conference table from each other in a downtown high-rise, representatives of the Tampa Bay Buccaneers on one side, the fans suing the team on the other.

The meeting last Saturday was supposed to be an attempt to settle the case of four season ticket holders who say they were treated unfairly because they got less desirable seats when the Bucs moved to a new stadium.

Instead, the meeting exploded almost as soon as it began, leaving a trail of allegations, recriminations and criminal complaints.

The latest: On Friday the lawyer for the fans announced in court that he had asked police to investigate "threats and/or extortion" by the Bucs' lawyer at Saturday's meeting. He said the fans were threatened with losing their seats if they did not agree to a settlement that day.

According to attorney Jonathan Alpert and sworn affidavits from the four fans, Bucs attorney Arnold Levine told them at the beginning of the meeting, "This is not meant as a threat, but if you do not settle this case today, you will not have seats in the stadium in 2001. You will have no seats, and you can watch the games in your living room. The Glazers do not care if you sue them." Malcolm Glazer owns the team; his sons run it.

The four fans already have paid for seats for the 2000 season, and have paid deposits on those seats for 2001 as part of a 10-year agreement.

"I am a longtime Bucs fan, and the seats for 2001 and later football seasons have both financial and emotional value to me," said an affidavit signed by Otha "Gene" Wilson.

Levine, who has accused Alpert of tossing a full cup of coffee in his face that day, said confidentiality rules prevent him from discussing what was said. He did say it is common in such mediation hearings to tell the other side "what's going to happen to you if I win." Levine also said the law is clear that a ticket to an event such as a football game is "a revokable license."

Circuit Judge Sam Pendino denied Levine's motion to dismiss the case.

According to testimony Friday, the Bucs had been prepared to offer a settlement, though no details were discussed in court. Pendino ordered both sides to attend another mediation hearing.

Tampa police detectives are reviewing the extortion complaint, which names Levine, Bucs general manager Rich McKay and Edward and Bryan Glazer.

The Hillsborough State Attorney's Office is deciding whether Alpert should be charged with battery, a misdemeanor, in the coffee incident. Levine also filed a civil suit seeking damages.

Friday, Alpert used the word "spilled" and said the incident occurred as he and his clients abruptly left the room after Levine's threat.

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Abstract (Document Summary)

Caption: Bucs attorney Arnold Levine shows the judge a shirt he says was stained when Jonathan Alpert, the attorney for four fans, tossed a full cup of coffee at him during a mediation hearing., (ran CITY & STATE, SS of METRO & STATE); Jonathan Alpert; says the coffee was spilled as he and his clients abruptly left the room after Arnold Levine's threat., (ran CITY & STATE, SS of METRO & STATE); Photo: BLACK AND WHITE PHOTO, TONY LOPEZ; BLACK AND WHITE PHOTO

According to attorney Jonathan Alpert and sworn affidavits from the four fans, Bucs attorney Arnold Levine told them at the beginning of the meeting, "This is not meant as a threat, but if you do not settle this case today, you will not have seats in the stadium in 2001. You will have no seats, and you can watch the games in your living room. The Glazers do not care if you sue them." Malcolm Glazer owns the team; his sons run it.

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THE FLORIDA BAR

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JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
WWW.FLORIDABAR.ORG

December 30, 2008

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

Mr. Gillespie:

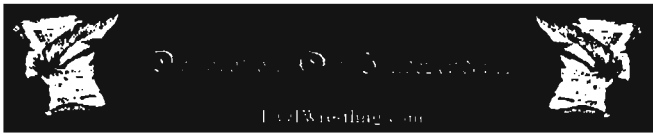
After consulting with The Florida Bar legal staff, your request to prepare a written transcript of the audio CD #0444C (of the live presentation of Course #0444R – Basic Federal Practice) has been approved.

Sincerely, .

Tom Miller
Program Administrator

EXHIBIT

tabbles
2



DOIVIDEO.COM

Tons of wrestling DVD's including original shoot interviews



Sal Corrente of WrestleReunion had a lawsuit against Clear Channel/Live Nation because they reneged on a contract with him. The case went before a jury and Mr. Corrente lost the case, which many feel was unjust. But Eric Bischoff made a statement on wrestlezone.com, which is below, that caused Sal's lawyer to send his statement:

In my last post regarding the WrestleReunion/Live Nation lawsuit, I suggested that Bill Behrens and Eric Bischoff were expert witnesses for WrestleReunion. That was not the case as they were actually witnesses for the Clear Channel/Live Nation side. I just spoke with Eric Bischoff who said he agreed to be an expert witness after reading and taking interest in the case, however he was not called to the stand.

"The case was wrapped up quickly," Bischoff told Wrestlezone.com, "the jury didn't waste any time and came back with what I felt was the correct decision".

Eric was happy with the outcome, to say the least. **"Rob Russen and Sal Corrente give the wrestling business a bad name," he stated, "so I'm glad justice prevailed and the bottom feeders didn't win one".**

Bischoff wanted to make sure that everyone knew his comments and opinions were solely his and did not reflect those of Clear Channel/Live Nation.

In regards to the above statement, we have a statement from Mr. Corrente's lawyer:

"It is odd that Eric Bischoff, whose well-documented incompetence caused the demise of WCW, should have any comment on the outcome of the WrestleReunion, LLC lawsuit. The expert report Bischoff submitted in this case bordered on illiteracy, and Bischoff was not even called to testify by Clear Channel/Live Nation because Bischoff perjured himself in a deposition in late-July 2009 before running out and refusing to answer any more questions regarding his serious problems with alcohol and sexual deviancy at the Gold Club while the head of WCW. To even sit in the room and question him was one of the most distasteful things I've ever had to do in 17 years of practicing law. In fact, we understand that Bischoff was afraid to even come to Tampa and testify because he would have to answer questions under oath for a third time about his embarrassing past.

The sad state of professional wrestling today is directly attributable to this snake oil salesman, whose previous career highlights include selling meat out of the back of a truck, before he filed bankruptcy and had his car repossessed. Today, after running WCW into the ground, Bischoff peddles schlock like "Girls Gone Wild" and reality shows featuring B-listers.

Sal Corrente, on the other hand, has always been an honorable man, and he delivered on every promise and paid every wrestler while staging the three WrestleReunion events. Unlike the cowardly Bischoff, Mr. Corrente took the stand in this case. Although his company did not prevail, Sal Corrente proved that he was man enough to fight to the finish -- something Bischoff could never understand."

Sincerely,

**Ryan Christopher Rodems
Barker, Rodems & Cook, P.A.
400 North Ashley Drive, Suite 2100
Tampa, Florida 33602
813/489-1001
E-mail: rodems@barkerrodemsandcook.com**

We just wanted to give Mr. Corrente's lawyer a chance to speak his mind.

Georgie GMakpoulos@aol.com

Since I have always had wrestlers autograph signings as a speciality for any website I worked for, I know for sure, Mr. Corrente is an honest promoter who has NEVER stiffed a wrestler working for his shows or conventions. I would have heard about it.

There are many promoters who do that in this business, which is very sad.

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

WRESTLEREUNION, LLC,

Plaintiff,

v.

CASE No: 8:07-cv-2093-JDW-MAP

LIVE NATION TELEVISION
HOLDINGS, INC.,

Defendant.

ORDER

BEFORE THE COURT is Defendant's Motion to Strike "Plaintiff's Notice of Acceptance of Defendant's Offer of Judgment" (Dkt. 161) and Plaintiff's Motion to Enforce Settlement or in the Alternative for New Trial (Dkt. 168). Before trial, Defendant served an Offer of Judgment pursuant to Florida Statute § 768.79. Plaintiff rejected the offer. After entry of judgment in favor of the Defendant, Plaintiff filed a Notice of Acceptance of Defendant's Offer of Judgment. (Dkt. 160). Defendant moved to strike the notice. (Dkt. 161). Plaintiff moved to enforce the accepted offer, or alternatively, for a new trial. (Dkt. 168). Plaintiff has withdrawn the notice of acceptance (Dkt. 175) and has filed an amended motion for a new trial. (Dkt. 174). Accordingly, it is **ORDERED** that

- (1) Defendant's Motion to Strike (Dkt. 161) is **DENIED** as moot.
- (2) Plaintiff's Motion to Enforce Settlement or in the Alternative for New Trial (Dkt. 168)

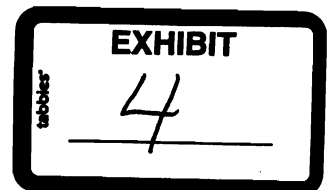
is **DENIED** as moot.

DONE AND ORDERED in Tampa, Florida this 6th day of October, 2009.



JAMES D. WHITTEMORE
United States District Judge

Copies to: Counsel of Record



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.


HILLSBOROUGH COUNTY
CIRCUIT COURT
2006 MAY 15 PM 1:31
CLERK OF CIRCUIT COURT
Am

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
Circuit Judge

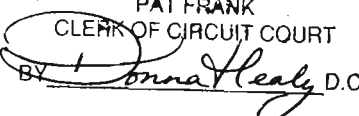
Copies to:

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

EXHIBIT
5

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



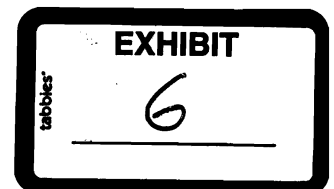
PAT FRANK
CLERK OF CIRCUIT COURT
BY  D.C.

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.

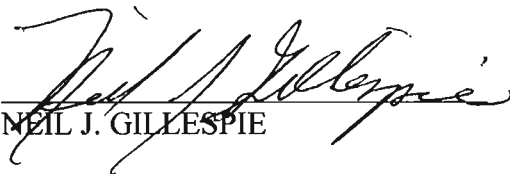
8. I approached Mr. Bauer and said I was here to pick up my file. Mr. Bauer claimed ignorance and said he did not receive my letter. In response I handed Mr. Bauer a copy of the letter. Mr. Bauer read the letter and said he would provide the file but needed to copy items in the file and was short of 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.

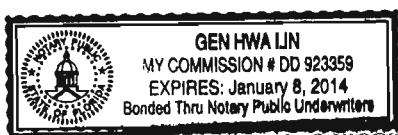
Dated this 18th day of September 2010.

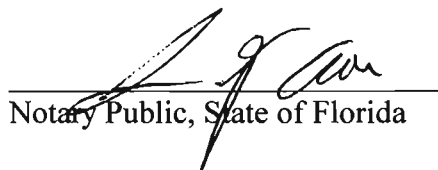

NEIL J. GILLESPIE

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

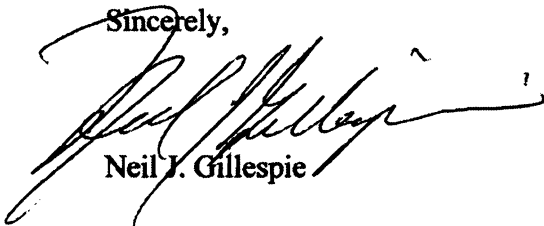
Robert W. Bauer, Attorney at Law
Law Office of Robert W. Bauer, P.A.
2815 NW 13th Street, Suite 200E
Gainesville, FL 32609

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

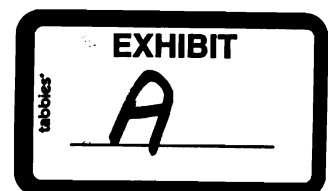
Dear Mr. Bauer:

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

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

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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

9787 2187
 8029 0000 0280 6000

Postage \$ 3.40
 Certified Fee \$ 0.44
 Return Receipt Fee (Endorsement Required) \$ 2.80
 Restricted Delivery Fee (Endorsement Required) \$ 2.30
 Total Postage & Fees \$ 9.00

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 102965-02-04-1540

2. Article Number (Transfer from service label) 7009 0820 0000 6708 2187

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

A. Signature [Signature]
 B. Received by (Printed Name) [Name]
 C. Date of Delivery 11-17-09
 D. Agent Addressed

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

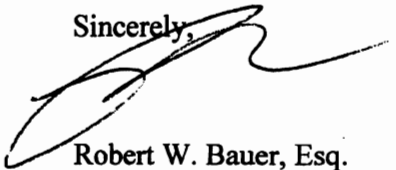
Re: Gillespie v. Barker Rodems and Cooke - 05CA007205 - 060703

Dear Mr. Gillespie:

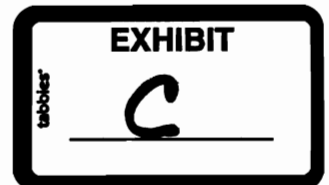
This letter will serve as confirmation that we are in receipt of your request for the return of your file. However, please be aware there is a current outstanding balance of 12,650 dollars and 13 cents in your case. The law allows an attorney to exercise a charging lean against a client file's prior 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.



AFFIDAVIT OF NEIL J. GILLESPIE IN REBUTTAL OF BEVERLY LOWE

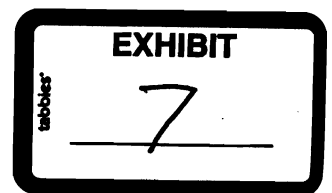
Neil J. Gillespie, under oath, testifies as follows:

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.

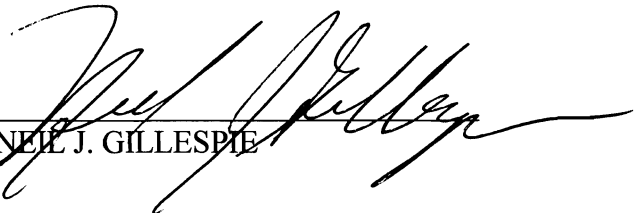
8. Third, Ms. Lowe states that “Despite these efforts, I witnessed Mr. Gillespie threaten to sue Mr. Bauer on more that one occasion if Mr. Bauer didn’t do things the way that Mr. Gillespie wanted him to.” This statement by Ms. Lowe is false. I never threatened to sue Mr. Bauer while I was a client. 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.




Notary Public
State of Florida