

LAW OFFICE OF

ROBERT W. BAUER, P.A.

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April 24, 2007

Neil Gillespie  
8092 SW 115<sup>th</sup> Loop  
Ocala, FL 34481

Ref: Attorney Consultation and Fee Contract

Dear Mr. Gillespie:

Please find enclosed a copy of the signed and executed fee agreement for your records. If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Robert W. Bauer, Esq.

RWB/kam  
Enclosure

## **ATTORNEY CONSULTATION AND FEE CONTRACT**

THIS AGREEMENT ("Agreement") is made on April 5, 2007, in Gainesville, Florida, between Neil Gillespie ("Client"), and Law Office of Robert W. Bauer, P.A., of Gainesville, Alachua County, FL ("Attorney"):

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

### **I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs the Attorney to represent Client in the following matter:

To represent him in case 05-CA-7205, Gillespie v. Barker, Rodems, & Cook, P.A. in the Thirteenth Judicial Circuit for Hillsborough County, Florida.

### **II. ATTORNEY'S FEE**

2.01 In consideration of services rendered and to be rendered by the Attorney, Client agrees to pay for the Attorney's time at the following hourly rates:

Robert W. Bauer, Esq	\$250
Law Clerks	\$100
Paralegals	\$75

However, if Client's claim is governed by a statute or law which sets the Attorney's fees, and the law precludes any other fee arrangement other than the amount set by law, then the amount payable to the Attorney shall be limited to the maximum allowed by law.

2.02 Client agrees to deposit a non-refundable retainer of \$0 with the Attorney to pay for the Attorney's initial research, review and preparation of Client's case.

2.03 At the time of each billing, the amount of legal services and expenses billed by the Attorney shall be disbursed from the Attorney's Trust Account to the Attorney's Operating Account.

- a. Each billing will reflect the legal services rendered and the deposit necessary to cover the estimated legal services and expenses for the next billing period.
- b. Client agrees to make such additional deposits for expenses as are required by the Attorney within ten (10) days from the statement's date.
- c. Unpaid fees and expenses, if not paid within ten (10) days from the

statement's date, shall bear interest at the rate of five percent (5%) per annum until paid.

d. All sums due and to become due are payable at the Attorney's office in Alachua County, FL.

### **III. APPROVAL NECESSARY FOR SETTLEMENT**

3.01 The Attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the Attorney represents. This includes, but is not limited to, the Attorney's prerogative to pursue cash or structured payment settlement negotiations.

3.02 Client grants to the Attorney a power of attorney to handle negotiations and settlement discussions regarding Client's legal matter to the same extent as fully as Client could do so in person.

a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the Attorney and Client, the Attorney, or to Client without the joinder of the Attorney, submitted to the Attorney on behalf of Client in full or partial settlement of this case.

b. This limited power of attorney further authorizes the Attorney to place the monies, referred to above, in the Attorney's trust account and from that trust account, make distributions and payments to the Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by the Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing Client, including but not limited to expert witness fees, trial preparation bills paid to outside services, court reporter fees, deposition fees, investigative services, costs of exhibits or other expenses incurred by Attorney on behalf of Client.

3.03 No settlement shall be made without Client's approval, nor shall Client obtain any settlement on the aforesaid claims without the Attorney's approval.

3.04 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

### **IV. REPRESENTATIONS**

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to

**Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Agreement.**

## **V. EXPENSES**

5.01 All reasonable expenses incurred by the Attorney in the handling of this legal matter shall be paid by Client as incurred.

5.02 The expenses contemplated include but are not limited to court costs, consultants' costs, bonds, records, copy costs, certified copies, transcripts or depositions, telephone calls, duplication costs, photographs, expert and other witness fees, cost of investigation and investigator's fees, postage, travel, parking, and any other case expenses. Client has deposited with Attorney an expense deposit in the amount of \$3,000 which shall be deposited in the Attorney's Trust Account. The Attorney may draw against the expenses in the trust account as the expenses are incurred.

5.03 Any expenses not timely paid by Client shall be deducted by the Attorney prior to Client receiving his interest in the amount set forth in paragraph two (2) above. Client shall remain liable and promptly pay for all expenses incurred in this representation.

## **VI. COOPERATION OF CLIENT**

6.01 Client shall keep the Attorney advised of Client's whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. Client shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of Client's legal matter.

6.02 The Attorney may withdraw from the case and cease to represent Client for any reason, including without limitation: Client's failure to timely pay fees and expenses or deposits in accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject.

6.03 It is further understood and agreed that upon such termination of any services of the Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

## **VII. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES**

7.01 The Attorney may, at Attorney's sole discretion and expense, employ any other person or service that the Attorney believes is necessary to help or assist in this legal representation.

7.02 The rights set forth in this Agreement are subject to the professional responsibility requirements which regulate Attorneys.

## VIII. FLORIDA LAW TO APPLY

8.01 This Agreement shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Agreement shall be Alachua County, FL.

## IX. PARTIES BOUND

9.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

## X. LEGAL CONSTRUCTION

10.01 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## XI. PRIOR AGREEMENTS SUPERSEDED

11.01 This Agreement constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

### TAX DISCLOSURE AND ACKNOWLEDGMENT:

**CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED LAW OFFICE AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.**

**FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.**

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

SIGNED on this 22<sup>nd</sup> day of April, 2007.

  
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Neil Gillespie

SIGNED on this 24 day of April, 2007.

  
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