

LAW OFFICE OF

ROBERT W. BAUER, P.A.

2815 NW 13th Street
Suite 200
Gainesville, FL 32609

Tele: 352.375.5960
Fax: 352.337.2518

Internet address:
RWB@bauerlegal.com

March 31, 2008

Neil Gillespie
8092 SW 115th Loop
Ocala, Florida 34481

Ref: Updated on Fee Agreement Case # 05CA007205

Dear Mr. Gillespie

This letter is in response to concerns which you have forwarded regarding your bill. Upon review it has become clear to us that you have been billed in excess of the amounts agreed upon for certain positions within our firm. That excess is \$146.50; attached to this letter is a detailed explanation of adjustments made to your March 2008 bill (Exhibit "A"). This error is due to the fact that we did not have all of the bill positions at the time the agreement was signed; that being the position of a Graduate Law Clerk or Senior Law Clerk.

As our firm is rapidly growing and changing, it is necessary at this time to modify the representation agreement in order to include additional positions within our firm. Please be advised that this is appropriate under the Laws of Florida as the type of fee agreement we have is construed to be an employment at will and may be modified or terminated at anytime. If you have any concerns regarding the validity of this statement I would instruct you to contact another attorney to advise you on this issue. Such contact will have no negative effect on my willingness to represent you in the above action. I suggest this to ensure that you are comfortable with any changes. Please find the new fee agreement (Exhibit "B") for your review and signature.

Please note that the substantive changes to the agreement are found in the inclusion of a rate for Associate Attorneys and Senior Law Clerks.

Please find enclosed copies of unpaid bills to First Choice Reporting. If you could pay these as soon as possible it would be appreciated as they are attempting to collect this from us.

Sincerely,



Robert W. Bauer, Esq

Date	Rate	Hours	Total	Service
10/25/2007	\$115.00	.5	\$ 57.50	Evaluation of pleadings, case status, and construction of approaches to upcoming hearing.
10/26/2007	\$115.00	2.4	\$ 276.00	Comparisons between jurisdictional treatments of fiduciary duty in relation to breach of contract; Evaluating various procedures on rules of ethics related to class action settlements.
10/26/2007	\$115.00	.1	\$ 11.50	Discussing with client whether there is a court order approving any settlement or a motion submitted to the court by your previous attorney's requested specific fees from that settlement.
10/29/2007	\$115.00	1.5	\$ 172.50	Review of Case documents (complaint, motions, orders, contracts, and expense reports); Evaluation of Fee Arbitration process through Florida Bar as dictated in Florida Bar Rule 14-1.2 Jurisdiction; and Review of Opposing parties' case law and application.
10/29/2007	\$115.00	2.2	\$ 253.00	Drafting response to defendant's motion judgment on the pleadings
11/01/2007	\$115.00	.3	\$ 34.50	Review and briefing of cases with clerk. Review and advisement regarding Response to Request for Writ of Cert.
11/14/2007	\$115.00	1.	\$ 115.00	Reviewed and made interoffice notes regarding Defendant's memorandum of law supporting motion for judgment on the pleadings.
11/15/2007	\$115.00	.1	\$ 15.00	Review email sent from client, Respond to email and transfer email to electronic storage in Case Management Software.
01/04/2007	\$125.00	.1	\$ 12.50	Assisted staff with case status, style, and tracking.
01/25/2008	\$125.00	.5	\$ 62.50	Researched and contacted 8 firms in Tampa area regarding legal malpractice for purpose of retaining expert witness/attorney to testify as to excessive or shocking nature of fee agreement and recovery.
01/28/2008	\$125.00	.3	\$ 37.50	Contacted additional attorneys regarding reasonable fees
02/01/2008	\$125.00	.1	\$ 12.50	Contacted two more attorneys in Tampa regarding retainer as expert witness, left messages.

8.10 hours billed at \$ 115.00/hr.

\$ 931.50	actually billed
<u>\$ 810.00</u>	should have billed
\$ 121.50	Overbilled

1.00 hours billed at \$ 125.00/hr.

\$ 125.00	actually billed
<u>\$ 100.00</u>	should have billed
\$ 25.00	Overbilled

Total Amount Overbilled: \$ 146.50

Credited to March bill on 3-31-08

ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT ("Agreement") is made on March 31, 2008, 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:

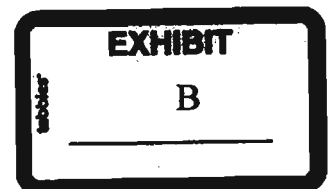
To represent him in case 05-CA-7205, Gillespie v. Barker, Rodems, & Cook, P.A. in the Thirteenth Judicial Circuit for Hillsborough County, Florida.

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	\$250.00
Associate Attorneys	\$200.00
Senior Law Clerks	\$125.00
Law Clerks	\$100.00
Paralegals	\$75.00
Legal Assistants	\$50.00

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. This agreement is an employment at will and may be terminated at any time by either party.



*******It is often the practice of law firms to include the cost of general secretarial duties or other costs into an increased rate for attorney's fees in order to cover general overhead. That is not the practice of this firm. This firm believes that this is not the fairest manner of billing and that by applying the above rates to all personnel and charging for all duties there is greater clarity of the services provided and each client is paying a correct and fair amount for the services provided. This practice allows for duties to be performed by the member of the firm that has the skills required to perform a task yet has the lowest chargeable fees available to the client. Please initial in the space provided to indicate that you agree to this type of billing structure. _____ initial. (If you do not agree to this structure you have the right to request an hourly attorney fee that is calculated to cover overhead costs)*******

2.02 Client agrees to deposit a non-refundable retainer of \$0.00 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 5 percent per annum until paid.

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

2.04 Adjustments in costs and fees may occur in regards to fees are determined in light of case complexity and the risk involved.

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.

4.02 You may request the return of your file at the conclusion of representation (or earlier, if appropriate), provided that we shall be given a reasonable time to copy the file for the purposes of maintaining a complete record of matters connected with the representation. You are advised that all documents left in our possession may be destroyed thirty days after our representation is concluded, and if you wish to retrieve your file it is your responsibility to pick it up from our office within this time frame.

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/printing costs (currently at \$0.10 a page, although subject to change at the firm's discretion), supply costs that may be directly attributed to the client, 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 shall deposit with Attorney an expense deposit in the amount of \$0.00 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, employ any other person or service that the Attorney believes is necessary to help or assist in this legal representation this shall include the use of contract Attorney's or Foreign Resource Attorneys who are familiar with the laws rules and practice of law in the jurisdiction which the clients case is being forwarded. The Attorney may charge a reasonable rate. Any such work shall be review and supervised by the Attorney such that the work can reasonably be forwarded as the work of the Attorney.

7.02 Should it become advisable to refer this matter (beyond the above stated use of Associated Attorneys), or associate or consult with, another attorney or law firm of established competence in the matter at issue, Attorney will provide Client with information regarding any division of fee arrangement. The information on the division of fee arrangement will include (a) the identity of all lawyers or law firms who will participate in the referral, association or consultation, (b) the basis upon which the fees will be divided among the other lawyers, law firms

and Attorney, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made. Attorney will ask Client to consent to the terms of the division of fee arrangement in writing before the referral, association or consultation is made.

7.03 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. It is binding on your heirs, successors, representatives, and assigns may not be amended except in writing executed by all parties.

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. The terms of this agreement will not change or modify any past obligations under a proceeding agreement and will be for the purposes of future services and obligations only.

SIGNED on this _____ day of _____, 2008.

Neil Gillespie

SIGNED on this _____ day of _____, 2008.

Robert W. Bauer

Statement and Acknowledgement of Office and Billing Policies

Please initial in the space provided to acknowledge that you understand the proceeding statements:

I have retained the services of this law office under the complete knowledge that I am obliged to pay fees in accordance with how much time the attorney, associate attorneys, law clerks, paralegals, and legal assistants devote to my case.

_____ Initials

I am aware that the billing is done in .1 increments, (meaning that every 6 minutes allotted to my case I will be billed the corresponding amount for each of the aforementioned persons), as specified in the Fee Agreement.

_____ Initials

I am aware that phone calls to the office, including calls to assistants, will be billed to the client in accordance with the billing procedure. That is to say, that a one minute phone call to the attorney or assistants will result in a charge reflective of the .1 increment, regardless if the duration of the call is not this amount.

_____ Initials

I am aware that while telephone calls to the office regarding my case will be billed, telephone calls to the office regarding my bill will not be. If I require clarification as to a charge on my billing statement, I will not hesitate to call.

_____ Initials

I am aware that this billing procedure is not standard practice, but it is one that my attorney believes to be the most equitable agreement for the client. Other firms forego charging the client a specific fee for each individual working on their case and may instead increase the attorney's fees or increase the time increments to cover employee overhead. I agree with this firm's billing practices and accept the rates set out in the Fee Agreement*.

_____ Initials

I acknowledge that delays will occur in my case, and these delays may or may not be the direct result of difficulties in negotiations with the opposing party, delays in the Court's operation, or the amount of work a case may require from this office.

_____ Initials

I am aware that responses to my calls, messages, and e-mails, depending on the week, may take several days, so I must be patient in waiting for a reply.

_____ Initials

* If client does not agree with this billing practice, a written notice must be submitted and client will be subject to an hourly fee calculated to cover all overhead.

I acknowledge that in order to ensure that delays are not made due to this office's oversight I will be kept up to date, via U.S. mail, of all items sent and received regarding my case. I will read over these documents and retain these for my records.

_____ Initials

I acknowledge that I am in receipt of "Keys to Reducing your Attorney's Fees," and I will read these instructions so that I can be up to date with the status of my case, while not incurring unnecessary attorney's fees.

_____ Initials

Keys to Reducing your Attorney's Fees

It is often the case that client billing statements reflect charges that could have been avoided if the client had taken steps so as not to incur unnecessary charges. In order to provide the client with the best service and the most equitable means of charging for these services, this office has devised a list on how to reduce the client's attorney's fees:

1. Refrain from asking to speak to the attorney when you have a question that can be answered easily by a legal assistant or a paralegal. Over the long run, this can save the client hundreds of dollars since the assistant and paralegal hourly rate is significantly less than the attorney's rate.
2. Refrain from contacting the attorney's office several times throughout the day. It is more cost effective to gather all documents and write down every question you have regarding your case. Since a 1 minute phone call will be charged the same as a 6 minute phone call, several calls will amount to a greater fee than one phone call that lasts a bit longer. Remember we bill in .1 increments which is a 6 minute increment.
3. Refrain from sending numerous faxes, e-mails, and any other correspondence. The same charges considered for telephone calls are applicable to faxes, e-mails, and correspondence. Send the information by grouping it together in one document.
4. Before calling the office about a letter or document you have received please read over the document carefully. At times the impulse is to call the attorney's office to explain why a certain document was sent when the answer lies in the document itself.
5. When dates for hearings, depositions, or mediations are made over the telephone with the legal assistant ensure that you have a calendar to confirm you are available that date. Having to cancel a hearing and rescheduling will significantly increase billing charges. Costs to telephone opposing counsel, the JA, client, and mailing new notices are billed to the client in the event of a cancellation.
6. If you are contacted to come into the office and sign a document, please read over the copy of the document that has been mailed to you prior to your meeting. Reading it at the time of the signing will only make the duration of the meeting longer and thereby increase the amount you are billed.
7. Do not make any unscheduled visits to the office. The attorney may have an appointment scheduled and may not be able to speak with you, but nevertheless the time spent speaking with assistants while they determine what your needs are will be billed.

If you choose to disregard these suggestions, this office will nevertheless handle your requests in a courteous manner. We are always happy to assist you, but please note that you will be billed.

INVOICE



First-Choice
REPORTING SERVICES
www.firstchoicereporting.com

121 South Orange Avenue
Suite 800
Orlando, FL 32801
(407) 830-9044 voice
(407) 767-8166 fax

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Invoice No.	Invoice Date	Job No.
49915	11/13/2007	66378
Job Date	Case No.	
8/15/2007	05-CA-007205	
Case Name		
Gillespie vs Barker, Rodems & Cook, P.A.		
Payment Terms		
Due upon receipt		

BACKORDER - Hearing transcript - Original & 1 copy of: Honorable James Barton	189.75
	TOTAL DUE >>> \$189.75
	AFTER 12/13/2007 PAY \$208.73
Thank you. Your business is appreciated.	
Ordered by Neil Gillespie	
	(-) Payments/Credits: 0.00
	(+) Finance Charges/Debits: 21.83
	(=) New Balance: 211.58

Tax ID: 59-347-3648

Phone: 352-375-5960 Fax: 352-337-2518

Please detach bottom portion and return with payment.

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Job No. : 66378 BU ID : Tampa
Case No. : 05-CA-007205
Case Name : Gillespie vs Barker, Rodems & Cook, P.A.

Invoice No. : 49915 Invoice Date : 11/13/2007
Total Due : \$211.58

Remit To: **First-Choice Reporting Services, Inc.**
121 South Orange Avenue
Suite 800
Orlando, FL 32801

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Amount to Charge: _____
Cardholder's Signature: _____

INVOICE



First-Choice
REPORTING SERVICES
www.firstchoicereporting.com

121 South Orange Avenue
Suite 800
Orlando, FL 32801
(407) 830-9044 voice
(407) 767-8166 fax

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Invoice No.	Invoice Date	Job No.
49912	11/13/2007	70153
Job Date	Case No.	
10/30/2007	05-CA-007205	
Case Name		
Gillespie vs Barker, Rodems & Cook, P.A.		
Payment Terms		
Due upon receipt		

Hearing transcript - Original & 1 copy:	
Honorable James M. Barton II	376.75
Hourly	
Postage/Handling	
TOTAL DUE >>>	
	\$376.75
AFTER 12/13/2007 PAY	
	\$414.43
Thank you. Your business is appreciated.	
Ordered by Neil Gillespie	
(-) Payments/Credits: 0.00	
(+) Finance Charges/Debits: 43.33	
(=) New Balance: 420.08	

Tax ID: 59-347-3648

Phone: 352-375-5960 Fax: 352-337-2518

Please detach bottom portion and return with payment.

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Job No. : 70153 BU ID : Tampa
Case No. : 05-CA-007205
Case Name : Gillespie vs Barker, Rodems & Cook, P.A.

Invoice No. : 49912 Invoice Date : 11/13/2007
Total Due : \$420.08

Remit To: **First-Choice Reporting Services, Inc.**
121 South Orange Avenue
Suite 800
Orlando, FL 32801

PAYMENT WITH CREDIT CARD	
Cardholder's Name:	_____
Card Number:	_____
Exp. Date:	_____ Phone#: _____
Billing Address:	_____
Zip:	_____ Amount to Charge: _____
Cardholder's Signature:	_____

INVOICE



First-Choice
REPORTING SERVICES
www.firstchoicereporting.com

121 South Orange Avenue
Suite 800
Orlando, FL 32801
(407) 830-9044 voice
(407) 767-8166 fax

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Invoice No.	Invoice Date	Job No.
49914	11/13/2007	64457
Job Date	Case No.	
7/3/2007	05-CA-007205	
Case Name		
Gillespie vs Barker, Rodems & Cook, P.A.		
Payment Terms		
Due upon receipt		

BACKORDER - Hearing transcript - Original & 1 copy of:

Honorable James M. Barton

161.00

TOTAL DUE >>>

\$161.00

AFTER 12/13/2007 PAY

\$177.10

Thank you. Your business is appreciated.

Ordered by Neil Gillespie

(-) Payments/Credits:

0.00

(+) Finance Charges/Debits:

18.52

(=) New Balance:

179.52

Tax ID: 59-347-3648

Phone: 352-375-5960 Fax: 352-337-2518

Please detach bottom portion and return with payment.

Robert W. Bauer, esq.
Robert W. Bauer, P.A.
2815 NW 13th Street, Ste 200B
Gainesville, FL 32609

Job No. : 64457 BU ID : Tampa

Case No. : 05-CA-007205

Case Name : Gillespie vs Barker, Rodems & Cook, P.A.

Invoice No. : 49914

Invoice Date : 11/13/2007

Total Due : \$179.52

Remit To: **First-Choice Reporting Services, Inc.**
121 South Orange Avenue
Suite 800
Orlando, FL 32801

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____ Phone#: _____

Billing Address: _____

Zip: _____ Amount to Charge: _____

Cardholder's Signature: _____