voluntarily entered into and signed by Mr. Gillespie on April 24, 2007. The agreement provided that I would bill for my time in connection with Mr. Gillespie's case at a rate of $250/hour. A copy of this fee agreement is attached as Exhibit B.

II. RESPONSE TO SPECIFIC COMPLAINTS OF MISCONDUCT

1. Failure to zealously litigate claims:

During my initial conversations with Mr. Gillespie, we discussed strategy and concluded that I would attempt to reinstate his claims against BRC even though they were dismissed after the statute of limitations had tolled. Because reinstating claims in the same action as they were voluntarily dismissed was a novel legal issue and one outside of normal practice, I proceeded on dual fronts with two strategies I thought had the most prudent chances for success. I filed a motion to withdraw voluntary dismissal accompanied by a memorandum of law supporting it. Additionally, I amended the answer originally filed by Mr. Gillespie. At the time, we had no causes of action pending against BRC, so additionally, I included as part of the answer, a counter-complaint re-alleging the counts previously dismissed by Mr. Gillespie and adding a count for breach of fiduciary duty. This dual-front strategy was ultimately successful as my motion to withdraw voluntary dismissal was granted, and, as of today, the claims are still viable.

Mr. Gillespie also alleges that I "failed to present evidence that there was no signed contingent fee agreement," subsequent to Mr. Rodems' representations that there were. This allegation underscores much of the basis for my motion for withdrawal. The Complaint originally drafted by Mr. Gillespie includes a count for breach of contract and, specifically alleges in paragraph 6: "GILLESPIE and the LAW FIRM [BRC] had a written representation contract." The hearings in question were on Defendant's Motion for Judgment on the pleadings. Had I argued that no contract existed between the parties as Mr. Gillespie now claims I failed to do, it would have been repugnant to his position. Additionally, Mr. Gillespie now asserts that I failed to prove the non-existence of a contract by submitting affidavits. Clearly, Mr. Gillespie makes this assertion without an understanding of what is appropriate to argue in a hearing on a motion for judgment on the pleadings. Mr. Gillespie did not understand the procedural or substantive law surrounding this issue and now wishes to supplant his legal prowess with mine.

While Rule 4-1.2 provides that a lawyer should abide by their client's decisions concerning objectives, the comment to the Rule reads that "the lawyer should assume responsibility for the technical and legal tactical issues . . . ." Mr. Gillespie made numerous tactical and legal errors during his time as a pro se litigant. It was for this reason that he solicited my services. We met and mutually agreed upon the objectives of the representation. Mr. Gillespie acknowledges this in his Pro Se Response to Attorney Robert W. Bauer's Motion for Withdrawal of Counsel (Exhibit C). However, Mr. Gillespie was consistently unwilling to permit me to represent him in a way that was professionally and legally appropriate. He consistently insisted that I take legal and procedural actions that were inappropriate and impermissible under the Rules of Civil Procedure, in the given situation. Mr. Gillespie had difficulty understanding why I was unable to make the procedural and legal moves he mandated, and as a result, our relationship as attorney and client became strained.