

1 This transcript was made from a voice recording of the
2 home office business telephone extension of Neil J. Gillespie
3 with attorney Michael Adam Wasserman, Chair of the Florida Bar
4 Lawyer Referral Service Committee, on October 7, 2009, at
5 3:54pm.

6 DIGITAL VOICE: This call is being recorded for
7 quality assurance purposes.

8 MR. GILLESPIE: Hello?

9 MR. WASSERMAN: Hello. Neil Gillespie, please.

10 MR. GILLESPIE: Speaking.

11 MR. WASSERMAN: Hey, this is Mike Wasserman
12 returning your call.

13 MR. GILLESPIE: Yes. Thank you.

14 I'm having a problem with the Florida Bar and Lawyer
15 Referral Service.

16 MR. WASSERMAN: Okay.

17 MR. GILLESPIE: And, initially, they provided me a
18 number of documents, but it appeared that there was a
19 registration gap with the attorney that was referred to me.
20 And in trying to follow that up, I wasn't getting anywhere. I
21 guess, subsequent to my call or fax to you, I was able to make
22 contact with Nicole Murphy and then Mary Ellen Bateman gave me
23 a call. So I guess things are just moving along in a slow
24 pace.

25 MR. WASSERMAN: Okay. What -- what were this issue

1 with him. I mean, I read your letter as well. It was just --
2 you were just having -- he wasn't getting back to you?

3 MR. GILLESPIE: I'm not sure what you're asking me.

4 MR. WASSERMAN: Well, I'm saying, you know -- you
5 know, you were trying -- I don't understand what you were
6 trying to get, in terms of like -- you said there was a --
7 something with a lapse in time?

8 MR. GILLESPIE: Well, the attorney Robert Bauer, I
9 guess, was initially employed in Gainesville at a firm called
10 Clayton Johnston.

11 MR. WASSERMAN: Okay.

12 MR. GILLESPIE: And then he left that firm in 2006
13 and opened his own firm in the early part of 2007.

14 MR. WASSERMAN: Uh-huh.

15 MR. GILLESPIE: And that's when I was referred to
16 him.

17 MR. WASSERMAN: Okay.

18 MR. GILLESPIE: And I hired him and paid him close
19 to \$20,000.

20 MR. WASSERMAN: Oh, my goodness.

21 MR. GILLESPIE: Worst attorney I've ever come
22 across, and he left the case in the middle of the case. So
23 I'm really hung out there to dry. So in the meanwhile, I'm
24 trying to get information about, you know --

25 MR. WASSERMAN: Insurance coverage.

1 MR. GILLESPIE: -- him and all that. And it comes
2 out that it doesn't seem to be any registration in place for
3 when he's opened his new firm. There's the original
4 registration, with his old firm, and then there's a
5 registration in 2008; actually, an update and another
6 registration so but nothing in 2007. So I'm trying to, you
7 know, understand what's going on.

8 MR. WASSERMAN: By -- by registration you're talking
9 about like with the referral service or with the -- with an
10 insurance carrier?

11 MR. GILLESPIE: Well, both.

12 MR. WASSERMAN: Okay.

13 MR. GILLESPIE: Yeah.

14 MR. WASSERMAN: Because --

15 MR. GILLESPIE: I mean, yes, the insurance is the
16 underlying thing.

17 MR. WASSERMAN: Yes, as always.

18 MR. GILLESPIE: Because ori -- his first firm was
19 with Lawyers Mutual.

20 MR. WASSERMAN: Uh-huh.

21 MR. GILLESPIE: And his -- his firm is with somebody
22 else.

23 MR. WASSERMAN: And I'm sure they didn't have -- who
24 knows if they had tail coverage to cover any kind of --
25 anything that may have been done while he was -- while --

1 while someone was, you know, working, there. There are
2 different types of coverage that people can have, and some is
3 for claims-made policies, which takes care of when -- when a
4 claim is actually made during that year.

5 MR. GILLESPIE: Uh-huh.

6 MR. WASSERMAN: Otherwise, or else it was tail, and
7 tail is very, very expensive and it just follows you. A lot
8 of times, you know, you want to have tail because claims don't
9 get filed until, you know, might be a couple years after
10 something may have happened or may not have. And the same
11 with doctors, also, for medical malpractice.

12 MR. GILLESPIE: I see.

13 MR. WASSERMAN: So they have tail. And so that's
14 something that, you know, you could find out from -- you know,
15 to see what -- whatever coverage he had when he was still
16 employed, initially, and when you, initially -- when he was
17 retained, you know, because that's when, I guess, you'd be
18 arguing that something may -- may have happened that was
19 negligent by him.

20 MR. GILLESPIE: Yes.

21 MR. WASSERMAN: The other thing I can think of, uh,
22 is, you know, I guess, as he -- see if he's -- that's the one
23 thing that the Florida Bar Referral makes sure that, you know,
24 if you -- in order to even be part of their service, you have
25 to have malpractice insurance.

1 MR. GILLESPIE: Yes.

2 MR. WASSERMAN: So I don't know if he's a member of
3 the service any long -- again, and is back up with service, I
4 don't know.

5 MR. GILLESPIE: I don't know either.

6 MR. WASSERMAN: And I think he's from -- it's
7 Alachua. Do you know if -- it's not Alachua. It's Ocala,
8 right?

9 MR. GILLESPIE: No. He's in Alachua.

10 MR. WASSERMAN: He's in Alachua. Okay.

11 MR. GILLESPIE: I'm in Marion.

12 MR. WASSERMAN: You're in Marion. Okay. In
13 Alachua, I'm trying -- I don't know if --

14 MR. GILLESPIE: You know, and the controversy is in
15 Hillsborough --

16 MR. WASSERMAN: Ah.

17 MR. GILLESPIE: -- so it's -- it's a real problem.

18 MR. WASSERMAN: Yeah. I don't know if -- because I
19 think you were contacting the Tallahassee office for
20 everything. There are local offices. Let me take a look. I
21 may have a chart here somewhere.

22 MR. GILLESPIE: See, the problem is that
23 Hillsborough isn't covered by the Florida Bar Lawyer Referral
24 Service.

25 MR. WASSERMAN: No, Hill -- well, no, exactly.

1 That's what I was going to say that certain -- certain
2 counties have their own service.

3 MR. GILLESPIE: Yes.

4 MR. WASSERMAN: And I know -- I know Hillsborough is
5 one of them. I was just looking to see if Alachua was also.
6 No. Alachua falls under the regular Florida Bar. They handle
7 all the counties that don't do it. I mean, Miami-Dade, where
8 I am, they don't have their own either. It's handled by the
9 Florida Bar, itself.

10 MR. GILLESPIE: Yeah. I think that's superior from
11 my experience.

12 MR. WASSERMAN: What is?

13 MR. GILLESPIE: To have the Florida Bar handle it,
14 because in Hillsborough they told me, upfront, we're going to
15 give you three referrals. That's it. And you're on your own.

16 MR. WASSERMAN: Yeah. The Bar will just -- you call
17 and -- usually, when people call me and if I can't help them,
18 I'm like, Listen, please, you know, you need to call back.
19 Spend a few minutes talking to the person who is the screener
20 and maybe -- maybe you're just not giving them the right
21 information, because they might not be asking you the right
22 questions, you know --

23 MR. GILLESPIE: Yes.

24 MR. WASSERMAN: -- so you'll get -- find the right
25 person that way.

1 MR. GILLESPIE: Uh-huh.

2 MR. WASSERMAN: So I don't know if there's anything
3 else, any other questions you have, but I would look to -- I
4 would see about, you know, just -- you know, you're just
5 trying to find out about insurance coverage, it looks like
6 from your letter there, too. And I just don't know if the guy
7 had -- if his -- if his carrier from Florida Mutual, if it was
8 like tail coverage or anything to cover those claims from
9 those years.

10 And, you know, if you never have -- the other thing
11 you can always do is you just send over -- you send over
12 insurance demand letters to people, trying to get his
13 information to him and let them know that he did something
14 wrong during a time period and -- and tell him he has to
15 provide you with his -- any kind of insurance information he
16 has.

17 MR. GILLESPIE: So I would -- I would send that to
18 Mr. Bauer?

19 MR. WASSERMAN: You would, yeah, and there are --
20 and I'm not out here telling you to go hire more lawyers,
21 because you're coming off a bad experience, but, you know,
22 there are people who do -- I mean, who only deal with legal
23 malpractice claims as well. And, you know, whether or not
24 there's a malpractice or not, I don't know, but, you know,
25 doing a -- there are general insurance requests that you can

1 -- you can get from either from online or other places where
2 you're just -- you know, you're, basically, asking for
3 insurance information for somebody. You know, we do it for --
4 for when people are injured to try and get the insurance
5 request for an automobile accident.

6 MR. GILLESPIE: Uh-huh.

7 MR. WASSERMAN: And you do it for doctors to get
8 insurance information. It's just a generic insurance request
9 just because you want to get the policy information and
10 everything like that. And -- and that's -- that's pretty much
11 what -- you know, what you can do. And it also puts them on
12 notice, so they may have to usually get their carrier -- put
13 their carrier on notice, because one of the things insurance
14 companies will do, if they can, is deny claims. And they
15 would deny a claim maybe sometimes because the underlying
16 insured doesn't notify them of the claim --

17 MR. GILLESPIE: I see.

18 MR. WASSERMAN: -- so.

19 MR. GILLESPIE: Well, this is a rather complicated
20 matter, because --

21 MR. WASSERMAN: It sounds that way with tax
22 ramifications and stuff too so.

23 MR. GILLESPIE: Yeah. You know, he was litigating
24 against my former attorney in Tampa, Barker, Rodems and Cook,
25 which is a former Jonathan Alper Firm. And I'm -- they

1 requested me to be a class action representative. I did that,
2 and then they defrauded me out of the settlement. This is
3 after Mr. Alper had his breakdown and left. And just trying
4 to get anywhere with this other firm has been very difficult,
5 because they're just the bottom of the barrel, and Mr. Bauer,
6 essentially, threw his hands up and said he can't litigate
7 that -- against them anymore.

8 And I can understand why, because they are so awful,
9 but in the same token, I paid him \$20,000, and he's left me,
10 you know, high and dry.

11 MR. WASSERMAN: Well, you don't -- absolutely, I
12 mean, that's -- you know, that's a lot of money.

13 MR. GILLESPIE: When I was representing myself, I
14 made a mistake with discovery and was sanctioned \$11,500.
15 Now, that's on appeal to the 2nd DCA, but in the meanwhile
16 this firm is trying to collect it from me.

17 MR. WASSERMAN: Uh-huh.

18 MR. GILLESPIE: During this time, I've been a
19 caregiver for my mother with dementia, and the pursuit by this
20 firm has gotten so bad, that I had to ask my brother to take
21 over her care. And she went out to Texas, and she died there.

22 MR. WASSERMAN: Oh, that was very --

23 MR. GILLESPIE: Uh, it was unexpected, and I
24 attribute it to the move. So this is an all-bets-off
25 situation.

1 MR. WASSERMAN: Uh-huh. Well, like I said, I mean,
2 I think that the -- the thing that -- the most important thing
3 for you to do, if just to -- if you're saying that there's,
4 you know, negligence involved by the attorney is to just
5 follow up with the insurance carrier. See what you can do and
6 -- and send over whatever letters you can to the attorney.
7 And, you know, if you get no responses, you get no responses,
8 but you should -- you should get some kind of response,
9 because the last thing they want to do is -- is really be sued
10 for anything.

11 MR. GILLESPIE: Uh-huh.

12 MR. WASSERMAN: Nobody wants to be sued.

13 MR. GILLESPIE: Well, I guess not.

14 MR. WASSERMAN: Okay. Well, again, if you have --
15 you know, if you have any other questions or you're having a
16 difficult time trying to reach anyone over at the office in
17 Tallahassee, just let me know. Okay?

18 MR. GILLESPIE: I'll do that, and you know, as chair
19 of the -- the oversight, I guess that's what your position is?

20 MR. WASSERMAN: Yes.

21 MR. GILLESPIE: I would just say that these local
22 referral services, in my opinion, provide a substandard
23 service, and I'd like to see them eliminated, or at least have
24 to compete with the Florida Bar.

25 MR. WASSERMAN: Okay. Well, I'll -- you know, I'll

1 let that -- I'll let everybody know about that at the meeting.
2 And it's something I'm sure, you know, Karen, is aware of,
3 too. There -- there have been complaints about some of the
4 local services in the past, but, you know, sometimes it's
5 easier for the local -- local bar services to -- to really
6 identify the attorneys who they should be, you know, sending
7 cases over to. It's based on specific practice areas, and
8 things like that.

9 MR. GILLESPIE: Uh-huh.

10 MR. WASSERMAN: Sometimes it's easier; sometimes
11 it's not. I mean, there's no perfect system. There was a
12 time when Broward -- Broward County, they had been doing it
13 professionally for years. They took over Miami-Dade system
14 for two years, and they gave it up because they just couldn't
15 do it.

16 MR. GILLESPIE: I'll tell you two other weak links
17 in the system. You know, if the Lawyer Referral Service from
18 the Bar makes a referral and the attorney can't handle the
19 case, the attorney is supposed to send the client or the
20 perspective client back to the bar for a referral.

21 MR. WASSERMAN: Correct.

22 MR. GILLESPIE: I didn't learn that until I got all
23 the documents and read that. What they do -- and I would say
24 60 to 70 percent of the time, they refer you to somebody they
25 know.

1 MR. GILLESPIE: And that's a problem.

2 MR. WASSERMAN: Of course, it's --

3 MR. GILLESPIE: Because a lot of times, they have no
4 interest in a referral, and it just wastes a lot of time.

5 MR. WASSERMAN: Well, it does that, and the real
6 negative of something like that is, that when you refer it --
7 if someone calls me and I can't handle the case, but I say,
8 Hey, call this attorney, well, that's -- the referral on that
9 is not going back to the referral service.

10 MR. GILLESPIE: No.

11 MR. WASSERMAN: It's going to go to the attorney for
12 referring it to another attorney. And, you know, that's --
13 that -- that defeats the purpose of this thing. Its purpose
14 is to -- you know, is for people who don't know attorneys
15 and don't -- and just -- sometimes would just prefer to see if
16 the bar can refer them to people.

17 MR. GILLESPIE: Right. So --

18 MR. WASSERMAN: As well as, they don't have
19 insurance and stuff, also.

20 MR. GILLESPIE: That's a real weak link.

21 MR. WASSERMAN: We've brought it up plenty of times
22 at meetings, because, I mean, it's something that it really
23 does upset people, and it should. It absolutely should,
24 especially when, you know, when -- when you possibly have
25 problems with your case from being referred to someone who is

1 not even, you know, through the service.

2 MR. GILLESPIE: Uh-huh.

3 MR. WASSERMAN: It was through somebody else.

4 They're supposed to tell you, Hey, I can't help you. Call the
5 bar, again, and they'll give you the names of some other
6 attorneys. And that's what you need to do.

7 MR. GILLESPIE: And I'll tell you, a second weak
8 link, and this shouldn't -- this is in the bar's interest; it
9 refers to the 12-percent fee. Now, I found out about that
10 accidentally, in conversation with someone, but in this case,
11 I checked with the bar. Mr. Bauer has not paid them a penny
12 on the nine -- it's \$19,212.44 I paid him. He hasn't remitted
13 a dime of that. So I understand that's voluntary, but he's
14 not volunteering to do it.

15 MR. WASSERMAN: Well, it's actually not voluntary.
16 It's a -- if he hasn't -- if he hasn't remitted the fee, it's
17 an amount that's due and owed. And that's actually something
18 that -- that we'll -- we're going to have to look into, as a
19 referral service for this particular claim, because if, you
20 know, he hasn't remitted his -- his fee to the bar for a
21 referral he got from the Florida Bar Referral Service, then,
22 you know, he's in violation of his contract.

23 MR. GILLESPIE: Well, how often is he supposed to
24 refer it -- I mean, remit it?

25 MR. WASSERMAN: Remit, well, what happens is every

1 MR. WASSERMAN: Remit, well, what happens is every
2 month you get a -- you get a form --

3 MR. GILLESPIE: I've seen those.

4 MR. WASSERMAN: -- and it lists, you know, the
5 people who have been sent to you, and you fill it out and say,
6 "Called," you know, "nothing done, no money paid," you know,
7 "Spoke to the person," or "Person never called." You just
8 fill it out a certain way. And sometimes if you -- if you've
9 gotten money from the person, you write down, "Hey, got this,
10 and I received this fund." And then you send them your -- I
11 think now it's 12 percent. You send the fee.

12 And that's what you're supposed to do. That's how
13 it works, and you do it -- you're supposed to do it every
14 month. If the case is still ongoing, you keep mentioning it's
15 ongoing.

16 MR. GILLESPIE: Now, what --

17 MR. WASSERMAN: It might be that he actually, you
18 know, may have said that he got no money back, or -- I mean,
19 who knows what he said on his -- when filling out your forms.
20 Sometimes, also, the bar does a -- does a poor job of
21 following up with people. I don't think they do any
22 follow-ups with people, to be honest with you.

23 MR. GILLESPIE: Well, I -- I paid him this money all
24 during 2007.

25 MR. WASSERMAN: Uh-huh.

1 MR. WASSERMAN: Were you being billed like hourly
2 with monthly invoices?

3 MR. GILLESPIE: Yes. It was \$250 an hour, plus all
4 expenses.

5 MR. WASSERMAN: Sure.

6 MR. GILLESPIE: See, the amount of the original
7 controversy is only about \$7,000, but the case became more
8 complicated due to my errors. And he told me that he could
9 litigate the case to a good outcome for \$18,000, you know,
10 approximately. And it was very difficult for us to pay
11 because we're on limited income. In fact, we had to put this
12 on credit cards and a home equity loan.

13 MR. WASSERMAN: Sure.

14 MR. GILLESPIE: He went through that 18,000 in no
15 time. The bill now is about 35,000. I asked him how much it
16 would cost to finish the case. He can't answer. Well, I can
17 tell you, based on prior history, you could reach \$100,000
18 easily, because he hasn't done anything in the case. He
19 hasn't done an Amended Complaint. He hasn't asked for
20 discovery. He's done virtually nothing. And he's billing me
21 for all kind of crazy things, like his notice to the court
22 about his vacation time, things like that. It's just awful.

23 MR. WASSERMAN: Well, that's a -- well, those are
24 standard. You know, those are the -- the -- that -- it's not
25 that abnormal to bill for things like that. Those are little

1 point ones that you do, nothing like that, but I mean it's --
2 it's kind of -- I'm kind of surprised -- again, not knowing
3 anything about this case, but to be able to bill that much
4 without taking -- did he take any depositions?

5 MR. GILLESPIE: No depositions, no discovery; he
6 hasn't even gotten the defendant's discovery.

7 MR. WASSERMAN: Wow.

8 MR. GILLESPIE: Hasn't done an Amended Complaint.
9 This case is four years old, and it's alive on my Pro Se
10 Complaint.

11 MR. WASSERMAN: Wow.

12 MR. GILLESPIE: So it's a real problem.

13 MR. WASSERMAN: I can see that. Well, like I said,
14 I'll take -- I'll take the information you provided, regarding
15 following up with them on whether or not he's done any of his
16 remittance. And, you know, I'll pass it on up to Karen and
17 let her check the files up there, but, you know, I can go
18 ahead -- I'd get back with the -- see what you can dig up, if
19 you can find anything on the insurance information. And I
20 don't know what else to tell you.

21 MR. GILLESPIE: All right. Well, I appreciate your
22 call back.

23 MR. WASSERMAN: All right. Well, good luck to you.
24 Okay?

25 MR. GILLESPIE: Thank you, sir.

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MR. WASSERMAN: All right. Bye-bye.

MR. GILLESPIE: Bye.

(Call disconnects.)

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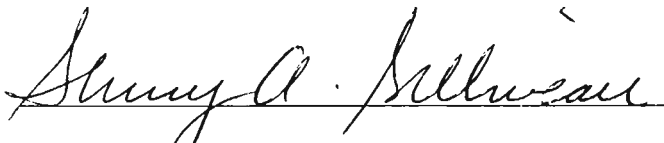
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Dated this 2nd day of November, 2009.



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