

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GENERAL CIVIL DIVISION

NEIL J. GILLESPIE,

Plaintiff,

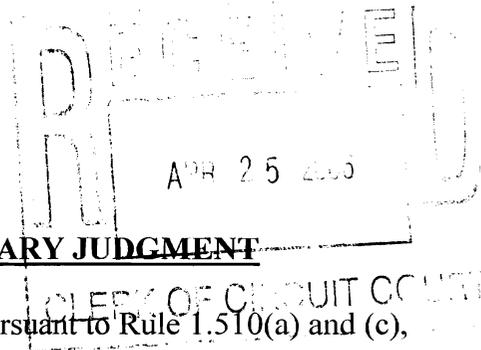
CASE NO.: 05-CA-7205

vs.

BARKER, RODEMS & COOK, P.A.,
a Florida corporation; WILLIAM
J. COOK,

DIVISION: F

Defendants.



PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff pro se moves for Summary Judgment pursuant to Rule 1.510(a) and (c),

Fla.R.Civ.P., and states:

1. Summary Judgment is proper when no material fact on any issue is disputed, and one of the parties is entitled to judgment as a matter of law. It is particularly appropriate for the disposition of contract actions. The trial court is capable of piercing the shield of pleading issues at pretrial, and is competent to do so on Summary Judgment. There are two requirements for granting Summary Judgment:

(a) No genuine issue of material fact; and

(b) One of the parties must be entitled to judgment as a matter of law on the undisputed facts.

Count I, Breach of Contract - No Genuine Issue Of Material Fact

2. Defendants relied upon a Closing Statement (Complaint, Exhibit 2) dated October 31, 2001 to take \$50,000.00 for a "claim" of court-awarded fees and costs. Plaintiff

alleged in the Complaint that Defendants were not awarded \$50,000.00 in court-awarded attorneys' fees and costs. Without an actual award of \$50,000.00 for court-awarded attorneys' fees and costs, Defendants' "claim" to those fees is baseless. Now Defendants have admitted that they did not have an actual award of \$50,000.00 for court-awarded attorneys' fees and costs. Defendants made this admission in Defendants' Reply To Plaintiff's Rebuttal To Defendants' Motion To Dismiss And Strike, dated October 10, 2005. Defendants admitted the following on page 5, paragraph 3(b)(ii):

"In his complaint, Mr. Gillespie alleges that he relied on Mr. Cook's purported statement that the Court awarded the fees to BRC. The Closing Statement, however, shows that Mr. Gillespie knew Amscot paid BRC \$50,000 to settle its claim for court-awarded fees and that there was no actual fee award. Here is what it said: "In signing this closing statement, I acknowledge that AMSCOT Corporation separately paid my attorneys \$50,000.00 to compensate my attorneys for their claim against AMSCOT for court-awarded fees and costs. I also acknowledge that I have received a copy of the fully executed Release and Settlement Agreement dated October 30, 2001." So, when Mr. Gillespie signed the Closing Statement, Gillespie knew the \$50,000 payment by Amscot to BRC was for the claim against Amscot for court-awarded fees, not for an award of fees."

Defendants have now admitted what Plaintiff alleged in his Complaint, that they did not have an actual award of \$50,000.00 in court-awarded attorneys' fees and costs, and without an actual award of fees, there is no claim to those fees. Therefore the \$50,000.00 amount on the Closing Statement for a claim of court-awarded attorneys' fees

is not correct. There is no basis for Defendants taking \$50,000.00 for a claim of court-awarded attorneys' fees. This material fact is no longer in dispute.

Count I, Breach of Contract

Plaintiff Is Entitled To Judgment As A Matter Of Law On The Undisputed Facts

3. Plaintiff and Defendants are bound by a contingent fee contract ("contract"), governed by Rule 4-1.5(f)(4)(B)(i), Rules Regulating the Florida Bar, as alleged in the Complaint. The contract attached to the Complaint as Exhibit 1 is a subsequent contract, and not signed by either party. Defendant Cook provided this unsigned contract to Plaintiff, together with a letter dated July 23, 2001. (Exhibit A). The prior, signed contract, is attached hereto as Exhibit B, and was executed by Plaintiff and Defendant Cook on November 3, 2000, at Cook's old law firm, Alpert, Barker, Rodems, Ferrentino & Cook, P.A. The contract is essentially the same as the unsigned contract attached to the Complaint as Exhibit 1, but for the law firm's name. Defendant Cook provided Plaintiff an unsigned Statement of Client's Rights. (Exhibit C).

On December 6, 2000, Mr. Cook announced the formation of a new law firm, Barker, Rodems & Cook, P.A., now a Defendant in this lawsuit. (Exhibit D). Plaintiff consented to the substitution of the law firm Barker, Rodems & Cook, P.A., on December 7, 2000. (Exhibit E). A Joint Stipulation For Substitution Of Counsel was submitted December 12, 2000, substituting Barker Rodems & Cook, P.A. for the Alpert law firm. (Exhibit F). Mr. Alpert submitted a Notice Of Lien in the cause for time, fees, and costs expended as counsel, dated December 12, 2000. (Exhibit G).

4. As described in paragraph 2, Defendants admit they did not have an actual award of \$50,000.00 in court-awarded attorneys' fees and costs. Without an actual award of

fees, there is no claim to those fees. Therefore the Closing Statement is not correct, because there is no basis for Defendants taking \$50,000.00 for a claim of court-awarded attorneys' fees. Accordingly the Court must enforce the terms of the contract and award Plaintiff Summary Judgment as a matter of law on the undisputed facts.

5. In the instant case the contract states the following about attorneys' fees:

(a) "In rare cases, the Defendant(s) may pay all or part of the attorneys' fees or the Court or arbitration panel may award attorneys' fees based upon a statute or otherwise."

(Exhibit B, page 2, section III Attorneys' Fees). It is an undisputed fact in the instant case that a Court or arbitration panel did not award attorneys' fees based upon a statute or otherwise. The remaining question concerns this contractual language: "In rare cases, the Defendant(s) may pay all or part of the attorneys' fees..." To answer this question, the Court must turn to the contract. This is what the contract says about Defendants' attorneys' fees: "[Defendants] will receive the attorneys' fees awarded by a Court or arbitration panel or will receive the applicable percentage of the "total recovery".

(b) The contract defines "total recovery" as "all monies received from the Defendant(s) including, but not limited to, money for actual damages, punitive damages, interest, penalties, attorneys' fees and expenses." (Exhibit B, page 2, section III, Attorney's Fees). So, under this part of the contract, the money paid by Amscot for attorneys' fees and expenses becomes part of the "total recovery" because it was not awarded by a court. The contract is clear and unambiguous about the meaning of "total recovery" - it is all monies received from Amscot, including the \$50,000.00 for attorneys' fees and expenses.

(c) The contract provides that Defendants are entitled to whichever is higher, the attorneys' fees awarded by a Court or arbitration panel or the applicable percentage of the "total recovery". In the instant action, Defendants are entitled to the applicable percentage of the "total recovery" because that amount is higher, since no attorneys' fees were awarded by a Court or arbitration panel.

6. Amscot's payment of Defendants' attorneys' fees is rightfully part of the "total recovery" as defined by the contract. Moreover, the facts of the case, the contract itself, and the governing law, do not support a separate payment by Amscot in the amount of \$50,000.00 to Defendants for attorneys' fees. This is why:

(a) There is no contractual provision to determine the amount of attorneys' fees when paid by a defendant. In fact, the contract only devotes a half sentence to the issue. Here is what the contract says: "In rare cases, the Defendant(s) may pay all or part of the attorneys' fees..." (section III, Attorneys' Fees). So when Amscot paid the Defendants' attorneys fees, the money rightfully became part of the "total recovery".

(b) Attorneys' fees cannot exceed the percentages under subdivision (f)(4)(B)(i), without leave of the court by filing a petition as provided by Florida Bar Rule 4-1.5(f)(4)(B)(ii). Defendants did not file the petition required to exceed the percentages.

(c) Defendants did not have an actual award for court-awarded fees;

(d) Defendants "claim" to court-awarded fees is baseless, a trick or sham;

(e) Defendants did not prevail at the trial court level. Defendants admitted the following in their Answer to paragraph 22 of the Complaint: "On August 1, 2001, United States District Judge Richard Lazzara issued an order in the Action denying Class

Certification as moot, dismissed Count I with prejudice, dismissed Counts II and III without prejudice to bring in state court, and closed the file.” Defendants admitted.

(f) Defendants did not provide Amscot with a “bill for legal services”, or otherwise account for their time spent, costs paid, or expenses incurred. Mr. Barker admitted this to Plaintiff in a letter dated June 23, 2003; (Exhibit M)

(g) Amscot did not request a bill for legal services, or otherwise ask for an accounting of time spent, costs paid, or expenses incurred;

(h) Defendants and Amscot made a Joint Stipulation For Dismissal With Prejudice, with each party bearing its own attorneys fees and costs. (Exhibit H). This Joint Stipulation impeaches the Closing Statement, and is dated November 6, 2001, just five days after Defendants signed the Closing Statement.

(i) The US Court of Appeals mandated that the parties bear their own costs and attorney’s fees. (Complaint, Exhibit 7);

(j) Any ambiguity in the language of the contract must be construed in favor of the Plaintiff, because Defendants wrote the contract, and owed Plaintiff a duty under the attorney/client relationship. It is long established that the relationship between an attorney and his client is one of the most important, as well as the most sacred, known to the law. The responsibility of an attorney to place his client’s interest ahead of his own in dealings with matters upon which the attorney is employed is at the foundation of our legal system. (Deal v. Migoski, 122 So. 2d 415). It is a fiduciary relationship involving the highest degree of truth and confidence, and an attorney is under a duty, at all times, to represent his client and handle his client’s

affairs with the utmost degree of honesty, forthrightness, loyalty, and fidelity.

(Gerlach v. Donnelly, 98 So. 2d 493).

7. Under the contract the applicable percentages are as follows: (page 2, section III, Attorneys' Fees).

- A. 33.334% of the "total recovery" prior to the time that an answer is filed or a demand for appointment of arbitrator(s) is made; thereafter,
- B. 40% of the "total recovery" from the time of the filing of an answer or the demand for appointment of arbitrator(s), through the entry of a judgment;
- C. An additional 5% of the "total recovery" after a Notice of Appeal is filed by any person or party or if post-judgment relief or action is required for recovery on the judgment.

8. The applicable percentages in the preceding paragraph are governed by Rule 4-1.5(f)(4)(B)(i), Rules Regulating the Florida Bar. These percentages cannot exceed the limitations set forth in subdivision (f)(4)(B)(i) without leave of the court by filing a petition as provided by Rule 4-1.5(f)(4)(B)(ii). A petition under this subdivision shall contain a certificate showing service on the client and The Florida Bar in Tallahassee. Defendants did not petition the court for an exception to the rule.

9. Defendants' "total" amount on the Closing Statement is \$56,000.00. (Complaint, Exhibit 2). The "total recover" is \$56,000.00 in the instant lawsuit, as defined by the contract. This is what the contract says: "total recovery (all monies received from the Defendant(s) including, but not limited to, money for actual damages, punitive damages, interest, penalties, attorney's fees and expenses)" (section III, Attorneys' Fees). Because Defendants did not receive an actual court award of attorneys' fees, all monies received

from Amscot are rightfully part of the total recovery, subject to the percentages of the contract. Also, Defendants are entitled to whichever is higher, the attorneys' fees awarded by a Court or arbitration panel or the applicable percentage of the "total recovery". In the instant action, Defendants are entitled to the applicable percentage of the "total recovery" because that amount is higher, since no attorneys' fees were awarded by a Court or arbitration panel.

10. Defendants' attorneys' fees, and costs and expenses under the contract, and bar Rule 4-1.5(f)(4)(B)(i), amount to \$31,325.46, and are calculated in accordance with the applicable percentages of the contract, page 2, section III, Attorneys' Fees: (Complaint, Exhibit 3; and this motion, Exhibit B).

(a) Attorney's fees of \$25,200.00 (45% of the total recovery);

(b) Lien of Jonathan L. Alpert, \$2,544.79¹; (Exhibit I)

(c) Costs and Expenses, \$3,580.67²; (Exhibit J)

11. The "net recovery" under the contract is determined by taking the "total recovery" and subtracting Defendants' attorneys' fees and any costs and expenses. (page 1, section II, Costs and Expenses). In the instant case the total recovery is \$56,000.00. Defendants' attorneys' fees, and costs and expenses, are \$31,325.46. Therefore the net recovery is \$24,674.33, and is calculated as follows: Total recovery of \$56,000.00, less Defendants'

¹ Defendants did not disclose their payment of \$2,544.79 to Mr. Alpert until May 9, 2003, in violation of Florida Bar Rule 4-1.5(f)(5). The Closing Statement violates the Rule because it does not reflect an itemization of all costs and expenses, together with the amount of the fee received by each participating lawyer or law firm. Defendants maintain that they are exempt from the Rule because Amscot paid their fees and costs separately, but there is no such exemption in the Rule.

² Defendants did not disclose their costs and expenses on the Closing Statement as required by Florida Bar Rule 4-1.5(f)(5). The Closing Statement violates the Rule because it does not reflect an itemization of all costs and expenses, together with the amount of the fee received by each participating lawyer or law firm. Defendants maintain that they are exempt from the Rule because Amscot paid their fees and costs separately, but there is no such exemption in the Rule. Defendants did not disclose their costs and expenses

attorneys' fees and costs and expenses of \$31,325.46, equals the net recovery of \$24,674.33. (Complaint, Exhibit 3; and this motion, Exhibit B).

12. Plaintiff is entitled to a prorated or per-person share of the "net recovery" determined in accordance with the contract. (page 1, section II, Costs and Expenses).

(a) The \$24,674.33 net recovery belongs equally to each of three co-plaintiffs, Neil Gillespie, Gay Ann Blomefield, and Eugene R. Clement. Each one-third share amounts to \$8,224.78.

(b) \$2,000.00 each has already been paid to co-plaintiffs Neil Gillespie, Gay Ann Blomefield and Eugene R. Clement, as per the Closing Statement. Defendants therefore owe each co-plaintiff \$6,224.78 under the contract. (Each one-third share of \$8,224.78 - \$2,000.00 = \$6,224.78).

WHEREFORE, Plaintiff demands Summary Judgment on Count I, Breach of Contract, in the amount of \$6,224.78, against Defendants, together with attorney's fees, interest, costs, and expenses of litigation.

Count II, Fraud - No Genuine Issue Of Material Fact

13. Defendants relied upon a Closing Statement (Complaint, Exhibit 2) dated October 31, 2001 to take \$50,000.00 for a "claim" of court-awarded fees and costs. Plaintiff alleged in the Complaint that Defendants did not have an actual award of \$50,000.00 for court-awarded attorneys' fees and costs, and that Defendants misrepresented otherwise to Plaintiff so that he would agree to a settlement favoring Defendants. Defendants have now admitted that they did not have an actual award of \$50,000.00 for court-awarded attorneys' fees and costs. Defendants made this admission in Defendants' Reply To

until May 9, 2003, over eighteen (18) months after signing the Closing Statement on November 1, 2001.

Plaintiff's Rebuttal To Defendants' Motion To Dismiss And Strike, dated October 10,

2005. Defendants admitted the following on page 5, paragraph 3(b)(ii):

“In his complaint, Mr. Gillespie alleges that he relied on Mr. Cook’s purported statement that the Court awarded the fees to BRC. The Closing Statement, however, shows that Mr. Gillespie knew Amscot paid BRC \$50,000 to settle its claim for court-awarded fees and that there was no actual fee award. Here is what it said: “In signing this closing statement, I acknowledge that AMSCOT Corporation separately paid my attorneys \$50,000.00 to compensate my attorneys for their claim against AMSCOT for court-awarded fees and costs. I also acknowledge that I have received a copy of the fully executed Release and Settlement Agreement dated October 30, 2001.” So, when Mr. Gillespie signed the Closing Statement, Gillespie knew the \$50,000 payment by Amscot to BRC was for the claim against Amscot for court-awarded fees, not for an award of fees.”

Defendants have admitted what Plaintiff alleged in his Complaint, that Defendants did not have an actual award of \$50,000.00 in court-awarded attorneys’ fees and costs, and without an actual award of fees, there is no claim to those fees. Defendants’ “claim” is baseless because Defendants had no existing right to \$50,000.00 for court-awarded attorneys’ fees and costs. Therefore the “claim” was a false-claim, a trick or sham. This material fact is no longer in dispute. It was almost the perfect crime, because once perpetrated, Defendants relied upon the parole evidence rule keep their deceit secret.

Count II, Fraud

Plaintiff Is Entitled To Judgment As A Matter Of Law On The Undisputed Facts

14. Plaintiff alleged in the Complaint the elements of fraud under Florida law, and now the undisputed facts show the following:

(a) Defendants prepared a Closing Statement dated October 31, 2001, that stated they had a \$50,000.00 claim against Amscot Corporation for court-awarded attorneys' fees and costs. (Complaint, Exhibit 2). Defendants now admit that their "claim" was not based upon an actual award of \$50,000.00 for court-awarded attorneys' fees and costs. (Preceding paragraph, 13). Defendants' "claim" of \$50,000.00 for court-awarded attorneys' fees was a false-claim, a trick or sham. Defendants' claim of \$50,000.00 for court-awarded attorneys' fees and costs was a material fact that was untrue; and

(b) The falsehood described above was known by Defendants to be untrue at the time it was made; and

(c) The falsehood by Defendants was stated for the purpose of inducing Plaintiff to approve a settlement; and

(d) Plaintiff relied upon the falsehood from Defendants as true and correct, and approved the settlement.

(e) By approving the settlement Plaintiff suffered financial loss of \$6,224.78. by accepting the sum of \$2,000.00 instead of the sum of \$8,224.78 to which Plaintiff was entitled under the contract and bar Rule 4-1.4(f)(4)(B)(i).

(f) The settlement and Closing Statement are unlawful since the \$50,000.00 paid to Defendants for attorneys' fees and costs exceeds the contingent fee percentage limitations of Rule 4-1.5. The rule states that contingent fee percentages cannot exceed

the limitations set forth in subdivision (f)(4)(B)(i) without leave of the court by filing a petition as provided by Rule 4-1.5(f)(4)(B)(ii). A petition under this subdivision shall contain a certificate showing service on the client and The Florida Bar in Tallahassee.

Defendants did not petition the court for an exception to the rule.

15. By approving the settlement, Plaintiff also suffered a financial loss of \$117.00, the amount of Plaintiff's check to Amscot Corporation, dated November 15, 1999, representing "payday loan" transaction, no. 263310. (Exhibit K). Amscot cashed Plaintiff's check. Plaintiff did not owe any money to Amscot. In contrast, the other co-plaintiffs in the Action, Gay Ann Blomefield and Eugene R. Clement, each owed Amscot outstanding loans. Defendants negotiated forgiveness for the outstanding loans of Blomefield and Clement as part of the settlement, increasing the value of their settlements by the amount of the loan forgiveness. (Complaint, paragraph 32). Because Plaintiff paid his loan, he did not receive loan forgiveness, and the value of his settlement was less than Defendants negotiated for the other co-plaintiffs.

16. Defendants admitted the allegation in paragraph 32 of the Complaint. Here is what Defendants said in their Answer: "As to paragraph 32 of the Complaint, Defendants admit that an offer was submitted to Amscot stating "our clients are willing to accept \$1,000.00 each, representing the amount of their individual TILA statutory damages. They would also want any outstanding loans forgiven. In addition, we would accept \$50,000.00 to settle this firm's outstanding attorneys' fees and costs."

17. Defendants' admission to paragraph 32 of the Complaint is further evidence of Defendants' fraud or breach of fiduciary duty to Plaintiff because:

(a) Defendants stated that "...we would accept \$50,000.00 to settle this firm's outstanding attorneys' fees and costs". Here Defendants seek payment of their outstanding attorneys' fees and costs, not their "claim" to those fees that Defendants stated on the Closing Statement. (See Closing Statement, Complaint, Exhibit 2); and

(b) Defendants artificially restricted Plaintiff's recovery to \$1,000.00 when they wrote "our clients are willing to accept \$1,000.00 each, representing the amount of their individual TILA statutory damages." In fact, there were no TILA statutory damages because Defendants did not prevail at trial court, and the case was dismissed. Therefore, Defendants knew their clients were not bound by \$1,000.00 in TILA statutory damages. Later Amscot paid Plaintiff \$2,000.00 to settle his claims, thereby negating Defendants' restriction to Plaintiff's recovery, and impeaching Defendants position. (See Closing Statement, Complaint, Exhibit 2);

(c) Defendants sought loan forgiveness from Amscot for Ms. Blomefield and Mr. Clement, but nothing for Plaintiff, who paid his loan. Defendants breached their fiduciary duty to Plaintiff by failing to negotiate an equal settlement for him.

18. The Release and Settlement Agreement dated October 30, 2001, (Exhibit L), is impeached by the Joint Stipulation For Dismissal With Prejudice. (Exhibit H). Paragraph 2, Settlement With Firm, states "Amscot shall pay the Firm the sum of Fifty Thousand Dollars and No/100 (\$50,000), in satisfaction of Plaintiffs' claims for attorneys' fees and costs, as more fully described herein, against Amscot as asserted in the Action." This statement about attorneys' fees is impeached by the Joint Stipulation, which stated each party paid its own attorneys' fees and costs. (Exhibit H). Once again, the lawyers invoked a "claim" for attorney's fees and costs, this time Plaintiff's "claim" for those

fees. This claim is a false-claim, a trick, as was the “claim” asserted on the Closing Statement. (Complaint, Exhibit 2). This is fraud under Florida law because:

(a) The \$50,000.00 “claim” asserted was a material fact that was untrue;

(b) The lawyers asserting the “claim” knew it was untrue at the time it was made.

Just six days later the lawyers made a Joint Stipulation For Dismissal With Prejudice stating that each party would bear its own attorneys’ fees and costs;

(c) The falsehood was stated for the purpose of inducing Plaintiff to approve a settlement; and

(d) Plaintiff relied upon the falsehood as true, and approved the settlement;

(e) By approving the settlement, Plaintiff suffered a financial loss of \$117.00, because the other co-plaintiffs received loan forgiveness and Plaintiff did not.

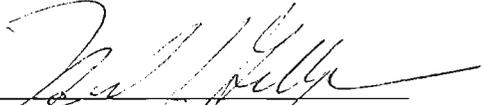
(f) By approving the settlement, Plaintiff suffered a financial loss of \$6,224.78 by accepting the sum of \$2,000.00 instead of the sum of \$8,224.78 to which Plaintiff was entitled to under the contract and bar Rule 4-1.5(f)(4)(B)(i) on contingent fee contracts.

(g) The Release and Settlement Agreement is unlawful since the \$50,000.00 paid to Defendants for attorneys’ fees and costs exceeds the contingent fee percentage limitations of Rule 4-1.5. The rule states that contingent fee percentages cannot exceed the limitations set forth in subdivision (f)(4)(B)(i) without leave of the court by filing a petition as provided by Rule 4-1.5(f)(4)(B)(ii). A petition under this subdivision shall contain a certificate showing service on the client and The Florida Bar in Tallahassee. The lawyers did not petition the court for an exception to the rule.

WHEREFORE, Plaintiff demands Summary Judgment on Count II, Fraud, for punitive damages in the amount of three times his loss of \$6,341.78, or \$19,025.34

against Defendants, together with attorney's fees, interest, costs, and expenses of litigation. A separate motion for punitive damages pursuant to, and in compliance with, section 768.72 Florida Statutes will soon be filed separately.

RESPECTFULLY SUBMITTED this 25th day of April, 2006.


Neil J. Gillespie, Plaintiff pro se
8092 SW 115th Loop
Ocala, Florida 34481
Telephone: (352) 854-7807

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery to Ryan Christopher Rodems, Attorney at Law, Barker, Rodems & Cook, P.A., Attorneys for Defendants, 400 North Ashley Drive, Suite 2100, Tampa, Florida 33602, this 25th day of April, 2006.


Neil J. Gillespie

BARKER, RODEMS & COOK

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

CHRIS A. BARKER
RYAN CHRISTOPHER RODEMS
WILLIAM J. COOK

300 West Platt Street, Suite 150
Tampa, Florida 33606

Telephone 813/489-1001
Facsimile 813/489-1008

July 23, 2001

Neil J. Gillespie
Apartment C-2
1121 Beach Drive NE
St. Petersburg, Florida 33701-1434

Re: Eugene R. Clement, et al. v. AMSCOT Corporation
Case No. : 99.2795-Civ-T-26C
Our File No. : 99-4766

Re: Eugene R. Clement v. ACE Cash Express, Inc.
Circuit Court, Thirteenth Judicial Circuit
Consolidated Case No. 99-9730; Division J
Our File No.: 99.4764

Dear Neil:

I am enclosing new attorneys' fees contracts for each of the two cases in which we are representing you. The agreements are simply a formality to confirm that you have a contractual agreement with our new law firm.

Please review the agreements carefully and if they meet with your approval, please sign them and return them to me.

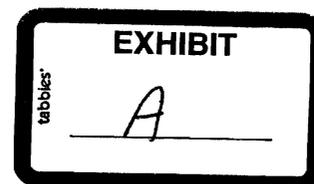
Thank you for your attention to this.

Sincerely,



William J. Cook

WJC/so
Enclosures



CLASS REPRESENTATION CONTRACT

I. PURPOSE

I/We, Neil Gillespie,
do hereby retain and employ the law firm of Alpert, Barker, Rodems, Ferrentino & Cook,
P.A., to investigate my potential claim resulting from My transactions with
AMSCOT
and, if advisable, to pursue necessary litigation on my behalf.

I/We understand that I/we may be one of several plaintiff(s) or part of a class of
plaintiff(s) represented by Alpert, Barker, Rodems, Ferrentino & Cook, P.A.

II. COSTS AND EXPENSES

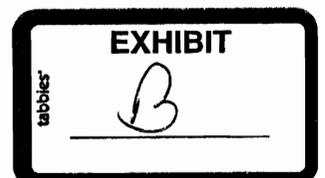
I/We hereby agree to pay for the costs and expenses of the investigation and
preparation of my/our claims for damages. Should it be necessary to institute a lawsuit or
arbitration proceeding, I/we agree to pay all costs and expenses associated with any Court
or arbitration proceeding. If an appeal of any decision is filed, regardless of the person or
party filing such appeal, I agree to pay the costs and expenses associated with initiating
or responding to such appeal.

I/We authorize Alpert, Barker, Rodems, Ferrentino & Cook, P.A., to advance and
pay any costs and expenses it deems appropriate to the handling of my case. I/We will
pay Alpert, Barker, Rodems, Ferrentino & Cook, P.A., for the costs and expenses
advanced out of the portion of any recovery remaining after attorneys' fees have been
subtracted. I/We will then receive the portion of what remains, which is known as the "net
recovery". Thus, the "total recovery" (all monies received or collected, including attorneys'
fees, if awarded) less Alpert, Barker, Rodems, Ferrentino & Cook, P.A.'s attorneys' fees
and any costs and expenses will equal the "net recovery".

I/We understand that my/our portion of the "net recovery" will be a prorated or per
person share which will be proportional to that of all other class members. The amount of
money I/we receive will be determined by dividing the "net recovery" (the amount of any
recovery remaining after attorneys' fees and expenses have been subtracted) by the
number of class members who are determined eligible to receive proceeds from any
judgment or settlement. I/We understand that the Court or other tribunal may approve a
different ratio or formula depending upon the circumstances.

If there is no recovery, or if the total recovery is not adequate to pay for all of the
costs and expenses advanced, I/we understand that Alpert, Barker, Rodems, Ferrentino
& Cook, P.A., will not seek payment from me for any expenses.

If I/we terminate this contract, then Alpert, Barker, Rodems, Ferrentino & Cook, P.A.,
may seek payment from me/us for any costs and expenses allowed by law.



III. ATTORNEYS' FEES

In almost all cases in America, each party to a lawsuit or arbitration proceeding pays its own attorneys' fees. In rare cases, the Defendant(s) may pay all or part of the attorneys' fees or the Court or arbitration panel may award attorneys' fees based upon a statute or otherwise.

I/We agree to pay Alpert, Barker, Rodems, Ferrentino & Cook, P.A., an attorneys' fee if it is successful in obtaining any monies or other benefit on my behalf. I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., will receive the attorneys' fees awarded by a Court or arbitration panel or will receive the applicable percentage of the "total recovery" (all monies received from the Defendant(s) including, but not limited to, money for actual damages, punitive damages, interest, penalties, attorneys' fees and expenses), whichever is higher. The applicable percentages shall be as follows:

- A. 33.334% of the "total recovery" prior to the time that an answer is filed or a demand for appointment of arbitrator(s) is made; thereafter,
- B. 40% of the "total recovery" from the time of the filing of an answer or the demand for appointment of arbitrator(s), through the entry of a judgment;
- C. An additional 5% of the "total recovery" after a Notice of Appeal is filed by any person or party or if post-judgment relief or action is required for recovery on the judgment.

In the event that my/our claim is settled on terms of an agreement calling for payment in installments, whether monthly, annually or otherwise, in the future, my/our attorneys' contingent fee percentage shall be calculated on the costs of any structured settlement or, if the cost is unknown, on the present money value of the structured settlement. If both the damages and the attorneys' fees are to be paid out in future installments, this limitation shall not apply.

I/We understand that if there is no recovery, I/we will not be indebted to Alpert, Barker, Rodems, Ferrentino & Cook, P.A., for any attorneys' fees.

If I/we terminate this contract, then Alpert, Barker, Rodems, Ferrentino & Cook, P.A., may seek payment from me/us for any attorneys' fees allowed by law.

**IV. ALPERT, BARKER, RODEMS, FERRENTINO & COOK, P.A. MAY
WORK WITH OTHER LAWYERS ON MY CASE**

I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., in its discretion, may work with other lawyers on my/our case if deemed necessary. If Alpert, Barker, Rodems, Ferrentino & Cook, P.A., agrees to work with other lawyers on my/our case, I/we understand that the attorneys' fees I/we will have to pay will not increase. Other law firms or lawyers hired by Alpert, Barker, Rodems, Ferrentino & Cook, P.A., will be paid out of the attorneys' fees agreed to in this contract and, if I/we so desire, I/we will be advised regarding how the attorneys' fees are divided.

V. WHAT THIS CONTRACT COVERS

A. Scope of Representation

At the time of signing this contract, I/we also signed a Statement of Client's Rights as well as an Acknowledgment regarding investigation of my claim. These three documents encompass the entire agreement between me/us and Alpert, Barker, Rodems, Ferrentino & Cook, P.A. These signed agreements take the place of any prior, oral or written agreements and may only be changed or modified by a separate, written agreement signed and dated by me/us and Alpert, Barker, Rodems, Ferrentino & Cook, P.A.

This contract is to be interpreted in accordance with Florida law.

I/We understand that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., has no duty to represent me/us in any matters other than my/our potential claim resulting from _____
My transactions with AMSCOT

I/We understand that if Alpert, Barker, Rodems, Ferrentino & Cook, P.A., determines, at some later date, that my claim should not or cannot be reasonably prosecuted by the Firm, the Firm may notify me in writing of this decision and withdraw as my attorneys. Under such circumstances, I shall be responsible to Alpert, Barker, Rodems, Ferrentino & Cook, P.A., only for any fees and costs permitted by law.

B. Documents and Information

I/we authorize the lawyers to utilize my/our documents and/or information in any regulatory, enforcement, or other proceedings of any kind as may be necessary in the lawyers' sole discretion.

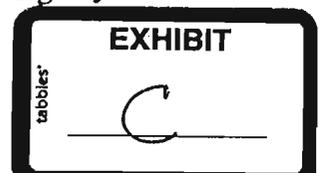
STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you



request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus

the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (904) 561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court, and you may wish to hire another lawyer to

help you resolve this disagreement. Usually fee disputes must be handled by a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

DATE: _____

DATE: _____

CLIENT SIGNATURE

CLIENT SIGNATURE

ALPERT, BARKER, RODEMS, FERRENTINO & COOK

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

FROM THE DESK OF
WILLIAM J. COOK

100 SOUTH ASHLEY DRIVE, SUITE 2000
TAMPA, FLORIDA 33602

MAILING ADDRESS
POST OFFICE BOX 1270
TAMPA, FL 33601-1270

TELEPHONE (813) 223-4131
FAX (813) 223-9612

December 6, 2000

Neil J. Gillespie
Apartment C-2
1121 Beach Drive NE
St. Petersburg, Florida 33701-1434

Re: *Gillespie v. ACE America's Cash Express, Inc.*
U.S.D.C., Middle District, Florida, Case No. 8:00CV-723-T-23B
Our File No. 00.4813

Dear Neil:

I, along with my partners, Chris Barker and Chris Rodems, are pleased to announce the formation of our own law firm. I will be happy to take your case with me if you would like; however, you have the option of deciding whether you wish to remain with our current firm or whether you wish to retain new attorneys to handle your case.

Should you wish for me to take your file, please execute the attached Client Consent form and return it to me as soon as possible.

Thank you for your time and attention to this matter and I look forward to hearing from you soon.

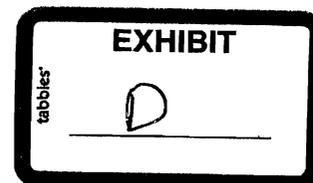
Sincerely,



William J. Cook

WJC/mss

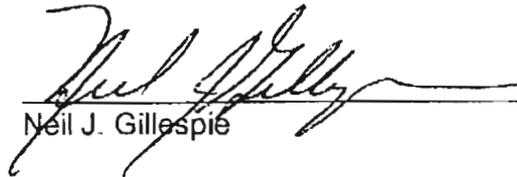
Enclosures



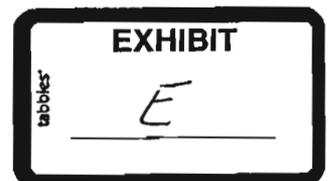
CLIENT CONSENT

I hereby consent to the substitution of the Firm of Barker, Rodems & Cook, P.A., for the current firm of Alpert, Barker, Rodems, Ferrentino & Cook, P.A., to serve as my attorneys in all further proceedings.

DATED this 7th day of December, 2000.



Neil J. Gillespie



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Tampa Division

EUGENE R. CLEMENT, individually and
on behalf of others similarly situated,
Plaintiff,

v.

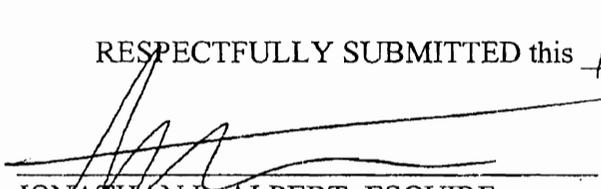
Case No. 99-2795-Civ-T-26C

AMSCOT CORPORATION, a Florida corporation,
Defendant.

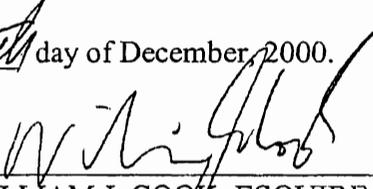
JOINT STIPULATION FOR SUBSTITUTION OF COUNSEL

The Plaintiff, EUGENE R. CLEMENT and Plaintiffs-in-Intervention, NEIL GILLESPIE and GAY ANN BLOMEFIELD, by their undersigned attorneys, file this Joint Stipulation for Substitution of Counsel in this cause and request that Barker, Rodems & Cook, P.A., be substituted in the place and stead of Alpert, Barker, Rodems, Ferrentino & Cook, P.A., as counsel for Plaintiff and Plaintiffs-in-Intervention in this cause, and that William J. Cook, Esquire, of Barker, Rodems & Cook, P.A., be individual counsel for Plaintiff and Plaintiffs-in-Intervention in this cause, and that Alpert, Barker, Rodems, Ferrentino & Cook, P.A., shall have no further responsibility or obligation in this cause on behalf of said Plaintiff or Plaintiffs-in-Intervention.

RESPECTFULLY SUBMITTED this 12th day of December, 2000.



JONATHAN L. ALPERT, ESQUIRE
Florida Bar No. 121970
ALPERT, BARKER, RODEMS,
FERRENTINO & COOK, P.A.
Post Office Box 3270
Tampa, Florida 33601-3270
(813) 223-4131 Telephone
(813) 228-9612 Fax



WILLIAM J. COOK, ESQUIRE
Florida Bar No. 986194
BARKER, RODEMS & COOK, P.A.
Suite 150
300 West Platt Street
Tampa, Florida 33606
(813) 489-1001 Telephone
(813) 489-1008 Fax

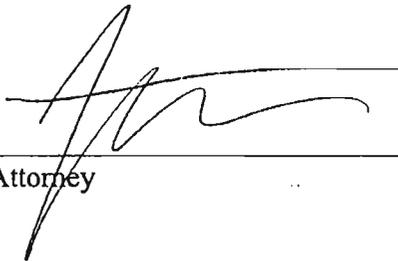
EXHIBIT

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Stipulation for Substitution of Counsel has been furnished by U.S. Mail to John A. Anthony, Esquire, Shackelford, Farris, Stallings & Evans, P.A., Suite 1400, 501 East Kennedy Boulevard, Post Office Box 3324, Tampa, Florida 33601-3324; Neil J. Gillespie, Apartment C-2, 1121 Beach Drive NE, St. Petersburg, Florida 33701-1434, Gay Ann Blomefield, Apartment A, 10204 North Lola Street Tampa, Florida 33612; and Eugene R. Clement, 13575 Fletcher Regency Drive, Tampa, Florida 33612, this 12th day of December, 2000.



Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Tampa Division

EUGENE R. CLEMENT, individually and
on behalf of others similarly situated,
Plaintiff,

v.

Case No. 99-2795-Civ-T-26C

AMSCOT CORPORATION, a Florida corporation,
Defendant.

NOTICE OF LIEN

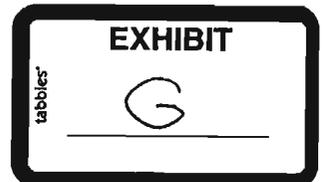
Take notice that Alpert & Ferrentino, P.A., f/k/a Alpert, Barker, Rodems, Ferrentino & Cook, P.A., files this its Notice of Lien in this cause for time, fees, and costs expended as counsel in this cause.

HEREIN FAIL NOT.



JONATHAN L. ALPERT, ESQUIRE
Florida Bar No. 121970
ALPERT & FERRENTINO, P.A.
Post Office Box 3270
Tampa, Florida 33602
Phone: 813/223-4131
Fa x: 813/228-9612

CERTIFICATE OF SERVICE



I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail this 12th day of December, 2000 to Barker, Rodems & Cook, P.A., 300 West Platt Street, Suite 150, Tampa, Florida 33606; John A. Anthony, Esquire, Shackelford, Farrior, Stallings &

Evans, P.A., Suite 1400, 501 East Kennedy Boulevard, Post Office Box 3324, Tampa, Florida 33601-3324; Neil J. Gillespie, Apartment C-2, 1121 Beach Drive NE, St. Petersburg, Florida 33701-1434; Gay Ann Blomefield, Apartment A, 10204 North Lola Street Tampa, Florida 33612; and Eugene R. Clement, 13575 Fletcher Regency Drive, Tampa, Florida 33612



JONATHAN L. ALPERT, ESQUIRE

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT
CASE NO. 01-14761A

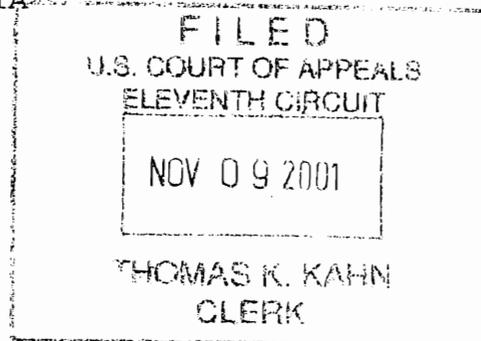
EUGENE R. CLEMENT,
GAY ANN BLOMEFIELD, and
NEIL GILLESPIE, individually and
on behalf of others similarly situated,

Appellants,

v.

AMSCOT CORPORATION,

Appellee.



JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

The Parties, by and through their undersigned counsel, having amicably resolved this matter, pursuant to Federal Rule of Appellate Procedure 42(b) move for dismissal with prejudice with each party bearing its own attorneys' fees and costs.

RESPECTFULLY SUBMITTED this 6th day of November, 2001.

BARKER, RODEMS & COOK, P.A.

A handwritten signature in cursive, appearing to read "W. J. Cook".

WILLIAM J. COOK, ESQUIRE
Florida Bar No. 986194
300 West Platt Street
Suite 150
Tampa, Florida 33606
(813) 489-1001 (TEL)
(813) 489-1008 (FAX)
Attorneys for Appellants

Gray, Harris, Robinson,
Shackleford, Farris

A handwritten signature in cursive, appearing to read "Lara R. Fernandez".

LARA R. FERNANDEZ, ESQUIRE
Florida Bar No. 0088500
501 E. Kennedy Blvd
Suite 1400
Tampa, Florida 33602
(813) 273-5000 (TEL)
(813) 273-5145 (FAX)
Attorneys for Appellee

EXHIBIT

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**CERTIFICATE OF INTERESTED PERSONS
AND CORPORATE DISCLOSURE STATEMENT**

Pursuant to Federal Rule of Appellate Procedure 26.1 and Eleventh Circuit Rule 26.1-1, counsel for the Appellants certify that the following persons and entities have an interest in the outcome of this case.

Alpert, Jonathan L., Esq.

Alpert & Ferrentino, P.A.

Amscot Corporation

Anthony, John A., Esq.

Barker, Rodems & Cook, P.A.

Barker, Chris A., Esq.

Blomefield, Gay Ann

Clement, Eugene R.

Cook, William J., Esq.

Gillespie, Neil

Gray, Harris, Robinson, Shackelford, Farrior, P.A.

Lazzara, The Honorable Richard A.

United States District Judge, Middle District of Florida

MacKechnie, Ian

Rodems, Ryan Christopher, Esq.

BARKER, RODEMS & COOK
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

CHRIS A. BARKER
RYAN CHRISTOPHER RODEMS
WILLIAM J. COOK
JEFFREY W. GIBSON

300 West Platt Street, Suite 150
Tampa, Florida 33606

Telephone 813/489-1001
Facsimile 813/489-1008

May 9, 2003

Mr. Neil J. Gillespie
301 West Platt Street, No. 155
Tampa, Florida 33606

Dear Neil:

Pursuant to your request, I am enclosing a copy of our expenses from the *Amscot* case. You did not receive one of these when you settled your case because you were not required to pay any expenses out of your settlement. As you know, the Defendant paid our fees and costs separately. Also, our former firm advised us that it incurred expenses of \$2,544.79.

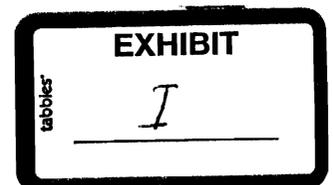
I was good to hear from you. I hope everything is going well.

Sincerely,



William J. Cook

WJC:SDW
Enclosure

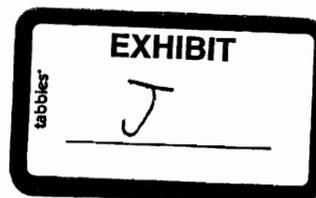


Expense Listing

Listing Order: Transaction Date, Client-Matter
 Client: CLEMENT, EUGENE
 Matter: Clement v. Amscot
 Date Range: 12/01/2000 - 05/09/2003

Code: All Codes
 Person: All Persons
 Responsible: All Responsible
 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
223	01/08/2001	000049-994766	P	Postage		\$1.43	\$1.43
226	01/08/2001	000049-994766	P	Postage		\$1.43	\$1.43
659	01/08/2001	000049-994766	P	Photocopies	1	\$0.25	\$0.25
660	01/08/2001	000049-994766	P	Photocopies	1	\$0.25	\$0.25
663	01/08/2001	000049-994766	P	Photocopies	270	\$67.50	\$67.50
680	01/08/2001	000049-994766	P	Photocopies	8	\$2.00	\$2.00
84	01/10/2001	000049-994766	P	Facsimiles		\$0.50	\$0.50
231	01/10/2001	000049-994766	P	Postage		\$0.68	\$0.68
479	01/10/2001	000049-994766	P	Photocopies	4	\$1.00	\$1.00
1772	01/10/2001	000049-994766	P	Long Distance Telephone Calls		\$0.05	\$0.05
485	01/11/2001	000049-994766	P	Photocopies	2	\$0.50	\$0.50
172	01/11/2001	000049-994766	P	Postage		\$0.34	\$0.34
162	01/12/2001	000049-994766	P	Postage		\$0.34	\$0.34
530	01/12/2001	000049-994766	P	Photocopies	8	\$2.00	\$2.00
153	01/16/2001	000049-994766	P	Postage		\$0.68	\$0.68
511	01/16/2001	000049-994766	P	Photocopies	6	\$1.50	\$1.50
219	01/18/2001	000049-994766	P	Postage		\$0.34	\$0.34
597	01/18/2001	000049-994766	P	Photocopies	1	\$0.25	\$0.25
304	01/22/2001	000049-994766	P	Postage		\$0.34	\$0.34
312	01/22/2001	000049-994766	P	Postage		\$0.34	\$0.55
606	01/22/2001	000049-994766	P	Photocopies	33	\$8.25	\$8.25
609	01/22/2001	000049-994766	P	Photocopies	1	\$0.25	\$0.25
319	01/23/2001	000049-994766	P	Postage		\$0.34	\$0.34
558	01/23/2001	000049-994766	P	Photocopies	2	\$0.50	\$0.50
107	01/26/2001	000049-994766	P	Facsimiles		\$1.00	\$1.00
363	01/26/2001	000049-994766	P	Postage		\$0.34	\$0.34



Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: CLEMENT, EUGENE

Matter: Clement v. Amscot

Date Range: 12/01/2000 - 05/09/2003

Code: All Codes

Person: All Persons

Responsible: All Responsible

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
733	01/26/2001	000049-994766	P	Photocopies	162	\$40.50	\$40.50
448	01/30/2001	000049-994766	P	Postage		\$1.18	\$1.18
699	01/30/2001	000049-994766	P	Photocopies	42	\$10.50	\$10.50
1199	01/31/2001	000049-994766	P	Legal Research		\$15.72	\$15.72
1210	01/31/2001	000049-994766	P	Legal Research		\$7.50	\$7.50
1212	01/31/2001	000049-994766	P	Legal Research		\$26.21	\$26.21
657	02/01/2001	000049-994766	P	Postage		\$0.34	\$0.34
834	02/05/2001	000049-994766	P	Postage		\$0.89	\$0.89
849	02/05/2001	000049-994766	P	Postage		\$0.34	\$0.34
872	02/05/2001	000049-994766	P	Photocopies @ .25 per page	14	\$3.50	\$3.50
864	02/06/2001	000049-994766	P	Postage		\$1.39	\$1.39
899	02/06/2001	000049-994766	P	Facsimiles		\$15.50	\$15.50
1062	02/07/2001	000049-994766	P	Regency Reporting Service , Inc. - Deposition Fee		\$59.60	\$59.60
1004	02/08/2001	000049-994766	P	Facsimiles		\$1.00	\$1.00
1174	02/14/2001	000049-994766	P	Postage		\$1.81	\$1.81
1259	02/14/2001	000049-994766	P	Photocopies @ .25 per page	80	\$20.00	\$20.00
1267	02/15/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
1291	02/15/2001	000049-994766	P	Postage		\$0.34	\$0.34
1393	02/22/2001	000049-994766	P	Susan O'Dell - Copy Services		\$11.00	\$11.00
1464	02/22/2001	000049-994766	P	Photocopies @ .25 per page	8	\$2.00	\$2.00
1680	03/02/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
1699	03/02/2001	000049-994766	P	Postage		\$0.34	\$0.34
1945	03/07/2001	000049-994766	P	Facsimiles		\$1.00	\$1.00
1932	03/12/2001	000049-994766	P	Postage		\$0.76	\$0.76
2089	03/12/2001	000049-994766	P	Photocopies @ .25 per page	60	\$15.00	\$15.00
2091	03/12/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50

Expense Listing

Listing Order: Transaction Date, Client-Matter
 Client: CLEMENT, EUGENE
 Matter: Clement v. Amscot
 Date Range: 12/01/2000 - 05/09/2003

Code: All Codes
 Person: All Persons
 Responsible: All Responsible
 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
2180	03/19/2001	000049-994766	P	Legal Research		\$0.43	\$0.43
2247	03/31/2001	000049-994766	P	Facsimiles 10 pages on 3/19 and 3/26		\$5.00	\$5.00
2297	03/31/2001	000049-994766	P	Photocopies @ .25 per page	82	\$20.50	\$20.50
2335	03/31/2001	000049-994766	P	Postage		\$2.75	\$2.75
2248	04/04/2001	000049-994766	P	Facsimiles 2 pages on 4/01		\$1.00	\$1.00
2450	04/23/2001	000049-994766	P	Chris Barker - Miscellaneous charges		\$7.04	\$7.04
2455	04/23/2001	000049-994766	P	Legal Research Lexis		\$38.75	\$38.75
2474	04/24/2001	000049-994766	P	IKON Document Services - Copy Services		\$468.42	\$468.42
2778	04/27/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
2536	04/28/2001	000049-994766	P	Facsimiles	3	\$1.50	\$1.50
2595	04/28/2001	000049-994766	P	Photocopies @ .25 per page	11	\$2.75	\$2.75
2649	04/28/2001	000049-994766	P	Photocopies @ .25 per page	589	\$147.25	\$147.25
2686	04/28/2001	000049-994766	P	Postage		\$2.72	\$2.72
2755	04/28/2001	000049-994766	P	Postage		\$0.34	\$0.34
2826	05/03/2001	000049-994766	P	Postage		\$0.34	\$0.34
2827	05/03/2001	000049-994766	P	Miscellaneous expenses Lit. Copys and binders		\$468.42	\$468.42
3055	05/08/2001	000049-994766	P	Photocopies @ .25 per page	15	\$3.75	\$3.75
3087	05/08/2001	000049-994766	P	Postage		\$1.10	\$1.10
3155	05/10/2001	000049-994766	P	Facsimiles	6	\$3.00	\$3.00
3235	05/14/2001	000049-994766	P	Photocopies @ .25 per page	16	\$4.00	\$4.00
3349	05/14/2001	000049-994766	P	Postage		\$0.55	\$0.55
3182	05/15/2001	000049-994766	P	Legal Research		\$187.10	\$187.10
3185	05/15/2001	000049-994766	P	Legal Research		\$11.02	\$11.02
3439	05/22/2001	000049-994766	P	Photocopies @ .25 per page	24	\$6.00	\$6.00
3585	05/25/2001	000049-994766	P	Photocopies @ .25 per page	15	\$3.75	\$3.75
3630	05/25/2001	000049-994766	P	Postage		\$0.55	\$0.55

Expense Listing

Listing Order: Transaction Date, Client-Matter
 Client: CLEMENT, EUGENE
 Matter: Clement v. Amscot
 Date Range: 12/01/2000 - 05/09/2003

Code: All Codes
 Person: All Persons
 Responsible: All Responsible
 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
3779	05/29/2001	000049-994766	P	Regency Reporting Service , Inc. - Deposition Fee		\$417.75	\$417.75
3676	05/31/2001	000049-994766	P	Photocopies @ .25 per page	45	\$11.25	\$11.25
3714	06/01/2001	000049-994766	P	Postage		\$0.97	\$0.97
3742	06/01/2001	000049-994766	P	Photocopies @ .25 per page	20	\$5.00	\$5.00
4023	06/12/2001	000049-994766	P	Postage		\$0.34	\$0.34
4236	06/14/2001	000049-994766	P	Richard Lee Reporting - Deposition Fee		\$524.30	\$524.30
4634	06/15/2001	000049-994766	P	Postage		\$0.34	\$0.34
4323	06/18/2001	000049-994766	P	Photocopies @ .25 per page	18	\$4.50	\$4.50
4342	06/18/2001	000049-994766	P	Postage		\$0.55	\$0.55
4512	06/25/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
4526	06/25/2001	000049-994766	P	Postage		\$0.34	\$0.34
4563	06/26/2001	000049-994766	P	Photocopies @ .25 per page	4	\$1.00	\$1.00
4652	06/26/2001	000049-994766	P	Facsimiles	1	\$0.50	\$0.50
4575	06/27/2001	000049-994766	P	Photocopies @ .25 per page	42	\$10.50	\$10.50
4655	06/27/2001	000049-994766	P	Facsimiles	5	\$2.50	\$2.50
4853	07/05/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
4835	07/06/2001	000049-994766	P	Postage		\$0.34	\$0.34
4857	07/06/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
4890	07/06/2001	000049-994766	P	Photocopies @ .25 per page	3	\$0.75	\$0.75
4859	07/09/2001	000049-994766	P	Facsimiles	4	\$2.00	\$2.00
4957	07/10/2001	000049-994766	P	Facsimiles	3	\$1.50	\$1.50
4984	07/10/2001	000049-994766	P	Photocopies @ .25 per page	159	\$39.75	\$39.75
5028	07/10/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
5065	07/10/2001	000049-994766	P	Postage		\$1.02	\$1.02
5087	07/10/2001	000049-994766	P	Postage		\$2.18	\$2.18
5090	07/10/2001	000049-994766	P	Postage		\$3.95	\$3.95

Expense Listing

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 Matter: Clement v. Amscot
 Date Range: 12/01/2000 - 05/09/2003

Code: All Codes
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 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
5092	07/10/2001	000049-994766	P	Postage		\$0.34	\$0.34
5203	07/10/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50
5319	07/12/2001	000049-994766	P	American Investigations Management Inc. - Deposition Fee		\$32.03	\$32.03
5596	07/19/2001	000049-994766	P	Postage		\$0.34	\$0.34
5338	07/20/2001	000049-994766	P	Legal Research		\$9.86	\$9.86
5392	07/23/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
5426	07/23/2001	000049-994766	P	Postage		\$0.34	\$0.34
5452	07/24/2001	000049-994766	P	Photocopies @ .25 per page	46	\$11.50	\$11.50
5502	07/24/2001	000049-994766	P	Postage		\$1.71	\$1.71
5672	07/31/2001	000049-994766	P	Photocopies @ .25 per page	4	\$1.00	\$1.00
5678	07/31/2001	000049-994766	P	Postage		\$0.80	\$0.80
5689	07/31/2001	000049-994766	P	Postage		\$0.57	\$0.57
5717	08/01/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
5856	08/06/2001	000049-994766	P	Photocopies @ .25 per page	68	\$17.00	\$17.00
5911	08/06/2001	000049-994766	P	Facsimiles	20	\$10.00	\$10.00
5894	08/08/2001	000049-994766	P	Photocopies @ .25 per page	5	\$1.25	\$1.25
5962	08/08/2001	000049-994766	P	Postage		\$5.04	\$5.04
6127	08/09/2001	000049-994766	P	Photocopies @ .25 per page	82	\$20.50	\$20.50
6057	08/10/2001	000049-994766	P	Postage		\$1.95	\$1.95
5941	08/13/2001	000049-994766	P	Division of Administrative Hearings - Copy Services		\$21.25	\$21.25
5998	08/14/2001	000049-994766	P	Legal Research		\$19.90	\$19.90
5999	08/14/2001	000049-994766	P	Legal Research		\$9.01	\$9.01
6087	08/14/2001	000049-994766	P	Postage		\$0.34	\$0.34
6191	08/14/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50
6181	08/15/2001	000049-994766	P	Postage		\$0.34	\$0.34
6327	08/16/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00

Expense Listing

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 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
6187	08/17/2001	000049-994766	P	Clerk of the Court, Middle District of Florida - Filing Fee		\$105.00	\$105.00
6234	08/17/2001	000049-994766	P	Postage		\$0.68	\$0.68
6289	08/17/2001	000049-994766	P	Photocopies @ .25 per page	4	\$1.00	\$1.00
6238	08/20/2001	000049-994766	P	Postage		\$0.68	\$0.68
6479	08/20/2001	000049-994766	P	Photocopies @ .25 per page	14	\$3.50	\$3.50
6254	08/21/2001	000049-994766	P	Postage		\$1.02	\$1.02
6482	08/21/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50
6393	08/23/2001	000049-994766	P	Postage		\$1.03	\$1.03
6406	08/23/2001	000049-994766	P	Photocopies @ .25 per page	18	\$4.50	\$4.50
6370	08/24/2001	000049-994766	P	Facsimiles	3	\$1.50	\$1.50
6425	08/28/2001	000049-994766	P	Photocopies @ .25 per page	4	\$1.00	\$1.00
6431	08/28/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
6463	08/28/2001	000049-994766	P	Postage		\$0.68	\$0.68
6474	08/28/2001	000049-994766	P	Postage		\$0.34	\$0.34
6569	08/29/2001	000049-994766	P	Facsimiles	3	\$1.50	\$1.50
6531	08/31/2001	000049-994766	P	Photocopies @ .25 per page	96	\$24.00	\$24.00
6540	08/31/2001	000049-994766	P	Photocopies @ .25 per page	60	\$15.00	\$15.00
6552	08/31/2001	000049-994766	P	Postage		\$2.29	\$2.29
6852	09/21/2001	000049-994766	P	Legal Research		\$6.77	\$6.77
6989	09/21/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
7099	09/24/2001	000049-994766	P	Photocopies @ .25 per page	27	\$6.75	\$6.75
7103	09/25/2001	000049-994766	P	Photocopies @ .25 per page	1	\$0.25	\$0.25
7180	09/28/2001	000049-994766	P	Photocopies @ .25 per page	78	\$19.50	\$19.50
7204	10/02/2001	000049-994766	P	IKON Document Services - Copy Services		\$96.40	\$96.40
7309	10/02/2001	000049-994766	P	Postage		\$3.95	\$3.95
7573	10/02/2001	000049-994766	P	FedEx Shipping Charges		\$32.24	\$32.24

Expense Listing

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 Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
7797	10/02/2001	000049-994766	P	IKON Document Services - Copy Services		\$55.51	\$55.51
7541	10/10/2001	000049-994766	P	Postage		\$1.02	\$1.02
7571	10/10/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50
7522	10/15/2001	000049-994766	P	Legal Research		\$27.68	\$27.68
7536	10/15/2001	000049-994766	P	Legal Research		\$177.29	\$177.29
7837	10/23/2001	000049-994766	P	Postage		\$0.34	\$0.34
7931	10/23/2001	000049-994766	P	Photocopies @ .25 per page	2	\$0.50	\$0.50
7948	10/29/2001	000049-994766	P	Facsimiles	6	\$3.00	\$3.00
7976	10/29/2001	000049-994766	P	Facsimiles	7	\$3.50	\$3.50
7979	10/29/2001	000049-994766	P	Facsimiles	6	\$3.00	\$3.00
7946	10/30/2001	000049-994766	P	Facsimiles	6	\$3.00	\$3.00
7964	10/30/2001	000049-994766	P	Postage		\$0.57	\$0.57
7987	10/30/2001	000049-994766	P	Facsimiles	7	\$3.50	\$3.50
7992	10/30/2001	000049-994766	P	Photocopies @ .25 per page	14	\$3.50	\$3.50
7965	10/31/2001	000049-994766	P	Postage		\$0.34	\$0.34
7970	10/31/2001	000049-994766	P	Photocopies @ .25 per page	1	\$0.25	\$0.25
8021	10/31/2001	000049-994766	P	Photocopies @ .25 per page	6	\$1.50	\$1.50
8056	11/01/2001	000049-994766	P	Postage		\$0.34	\$0.34
8104	11/02/2001	000049-994766	P	Facsimiles	2	\$1.00	\$1.00
8116	11/02/2001	000049-994766	P	Postage		\$0.34	\$0.34
8340	11/06/2001	000049-994766	P	Postage		\$1.59	\$1.59
8195	11/07/2001	000049-994766	P	Photocopies @ .25 per page	18	\$4.50	\$4.50
8296	11/07/2001	000049-994766	P	Photocopies @ .25 per page	23	\$5.75	\$5.75
8351	11/08/2001	000049-994766	P	Postage		\$0.57	\$0.57
8453	11/14/2001	000049-994766	P	Legal Research		\$7.56	\$7.56
8517	11/15/2001	000049-994766	P	Facsimiles	1	\$0.50	\$0.50

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: CLEMENT, EUGENE

Matter: Clement v. Amscot

Date Range: 12/01/2000 - 05/09/2003

Code: All Codes

Person: All Persons

Responsible: All Responsible

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
8731	11/21/2001	000049-994766	P	Postage		\$4.63	\$4.63
8804	11/21/2001	000049-994766	P	Photocopies @ .25 per page	40	\$10.00	\$10.00
9038	12/12/2001	000049-994766	P	Long Distance Telephone Calls		\$0.06	\$0.06
Transaction Listing Total:						\$3,580.67	\$3,580.88

AMSCOT
ST. PETERSBURG
TAMPA, FL
(727)328-8745
11/15/1999
12:35 PM
Transaction 263310

	Amount	Fee
Chec Number 001372	117.00	11.70
Deferred Verification		5.00
Chec Deposit Date	12/03/1999	
Subtotal	100.30	
Tendered	.00	
Change	100.30	

XXX-XX-5117
NEIL GILLESPIE

##Thank You For Your Business##

12/03/99/Dep ✓

NEIL J GILLESPIE 09-97
1121 BEACH DR NE C-2
ST PETERSBURG, FL 35701-1434

1372
63-943/631
BRANCH 96322

11/15/99 Date

Pay to the order of AMSCOT \$ 117.⁰⁰/₁₀₀

Overfunded winter at 100 Dollars

SouthTrust Bank Bankers Dozen
St. Petersburg, FL

For: [Signature]

⑆00631096300⑆ 10 621 185⑆ 1372 ⑆00000011700⑆

EXHIBIT
K

RELEASE AND SETTLEMENT AGREEMENT

This Release And Settlement Agreement (this "Agreement") is made and entered into this 30 day of October, 2001, by and between Amscot Corporation ("Amscot"), Eugene R. Clement ("Clement"), Gay Ann Blomefield ("Blomefield"), and Neil Gillespie ("Gillespie"), individually and on behalf of others similarly situated (collectively, the "Plaintiffs"), and Barker, Rodems & Cook, P.A. (the "Firm") collectively referred to herein as the "Parties," who hereby execute this Agreement and state as follows:

1. **Settlement With Plaintiffs.** Amscot shall pay each of the Plaintiffs the sum of Two Thousand Dollars and No/100 (\$2,000), in satisfaction of their claims for damages, as more fully described herein, against Amscot as asserted in the matters styled (i) Eugene R. Clement, et al. v. Amscot Corporation, Case No. 8:99-cv-2795-T-26C, pending in the United States District Court, Middle District of Florida, Tampa Division and (ii) Eugene R. Clement, et al. v. Amscot Corporation, Case No. 01-14761-A, pending in the United States Court of Appeals, For the Eleventh Circuit (collectively, referred to as the "Action").

2. **Settlement With Firm.** Amscot shall pay the Firm the sum of Fifty Thousand Dollars and No/100 (\$50,000), in satisfaction of Plaintiffs' claims for attorneys' fees and costs, as more fully described herein, against Amscot as asserted in the Action.

3. **Age, Competence, and Authority.** To procure payment of said sum as referenced in paragraph number one, the Plaintiffs hereby declare that they are each more than eighteen (18) years of age, and are otherwise competent and fully authorized to execute this Agreement. To procure payment of said sum as referenced in paragraph number two, the Firm hereby represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Firm has the necessary corporate power, authority, and has obtained all



necessary consents required to execute, deliver and perform the obligations under the provisions of this Agreement.

4. Unknown and Unanticipated Damages. The Plaintiffs and the Firm hereby agree that, as a further consideration and inducement for this Agreement, this Agreement shall apply to all unknown and unanticipated damages resulting from the transactions and occurrences alleged or that could have been alleged in the complaint initiating this Action filed by the Plaintiffs.

5. Amicable Civil Resolution. Without in any way admitting guilt or liability in connection with the referenced events, by or on behalf of any of the Parties, the Parties have agreed to an amicable civil resolution of all causes of action arising out of the transactions and occurrences alleged or that could have been alleged in the complaint initiating this Action filed by the Plaintiffs.

6. Mutual Releases. Upon Plaintiffs' and the Firm's receipt of the consideration required pursuant to paragraph numbers one and two (1. and 2.) hereof, this Agreement shall operate as a general and mutual release by the Plaintiffs and the Firm against Amscot and by Amscot against the Plaintiffs and the Firm, and all of both Amscot's and the Firm's shareholders, directors, officers, employees, and agents of any kind, and all successors and assigns, from any and all liability relating to the transaction outlined generally in paragraph numbers one and two (1. and 2.) herein. This mutual release shall therefore discharge all claims, liens, debts, actions, demands, damages, costs, expenses, actions, and causes of actions, or assertions of any kind whatsoever, both at law and equity, whether known, unknown, alleged, direct, indirect, disputed, contingent, real, or imagined, that in any way relate to the Action or said transactions relating to the Action.

7. Release of Liens: The Plaintiffs and the Firm represent that there are no outstanding claims, liens or subrogation rights against the released parties resulting from or in any

way related to the damages claimed in the Action, and all occurrences thereafter other than those which will be satisfied by the Plaintiffs and the Firm.

8. **Indemnification/Hold Harmless:** Plaintiffs and the Firm agree to protect, defend, indemnify and hold Amscot harmless from and against any and all liabilities, damages, claims, demands, costs or expenses, including, without limitation, reasonable attorneys' fees as hereinafter set forth resulting from or relating to the Action, including specifically, any lien asserted by the former firm who represented the Plaintiffs, Alpert, Barker, Rodems, Ferrentino & Cook, P.A. n/k/a Alpert & Ferrentino, P.A.

9. **Confidentiality.** The consideration for Amscot acceding to the terms of this Agreement is favorable community relations and the maintenance of good will and favorable reputation of Amscot. The Parties agree that no disclosure shall be made to any third party regarding the transaction generally outlined in paragraph numbers one and two (1. and 2.) herein, except as required by existing State of Florida statutes, under the laws of the United States of America, or pursuant to a third party subpoena, or in connection with resolution of any outstanding third-party liens.

10. **No Admission.** It is expressly understood that the Parties explicitly deny any wrongdoing, liability, or obligation whatsoever to the other party relating to the transaction set forth in paragraph numbers one and two (1. and 2.) herein. Because this Agreement is a settlement document, it is agreed by the Parties that this Agreement shall not be filed, introduced into evidence, or otherwise used for any purpose in connection with the transaction set forth generally in paragraph numbers one and 2 (1. and 2.) herein. The provisions hereof are intended to be broader than the provisions of Florida Statutes § 90.408 and Federal Rule of Evidence 408.

11. No Interpretation Against the Drafter. The Parties acknowledge that this Agreement is voluntarily entered into by all of them. All having had the right to counsel in connection with the negotiation, execution, and drafting hereof, no portion of this Agreement shall be construed against any of the Parties on the grounds that its counsel may have been the primary drafter hereof.

12. Modification. The terms and conditions of this Agreement may not be modified except in writing signed by the Parties.

13. Florida Contract/Hillsborough County Venue. This Agreement is hereby deemed a Florida contract, executed and performed in Hillsborough County, Florida. This Agreement shall be construed according to the laws of the State of Florida, regardless of whether this Agreement is executed by certain of the parties hereto in other states or counties. The Parties consent to jurisdiction and venue in Hillsborough County, Florida.

14. Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, and any agreement contemplated to be executed in conjunction therewith, or in the course of conduct, course of dealing, statements (whether verbal or written), or actions of any of the Parties. The Parties acknowledge that this provision is a material inducement for this Agreement.

15. Third Party Rights: Nothing in this Agreement, whether express or implied, is intended or should be construed to confer upon, or to grant to, any person, except the Parties and their respective assignees and successors, any claim, right, or remedy under or because of either this Agreement or any provision of it. Conversely, none of the Parties are waiving, releasing, or

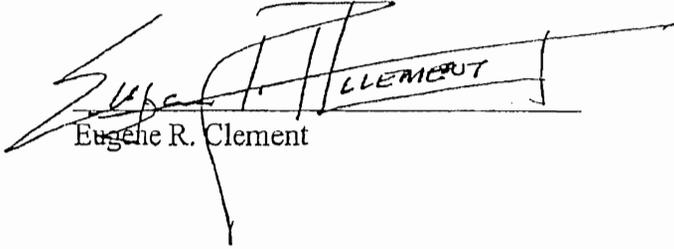
otherwise modifying their rights as against any third party except as expressly provided herein.

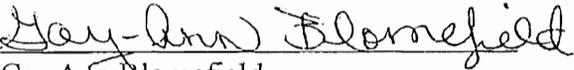
16. Execution in Counterparts. This Agreement is binding on, and inures to the benefit of, the respective successors, permitted assignees, and personal representatives of the Parties. The Parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original, and both of them together will constitute the same agreement. This Agreement will become effective as of its stated effective date when each party has executed a counterpart and delivered it to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

AMSCOT CORPORATION

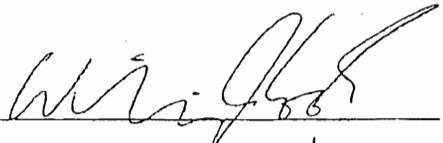
By: _____
Name: _____
Title: _____


Eugene R. Clement


Gay Ann Blomefield


Neil Gillespie

BARKER, RODEMS & COOK, P.A.

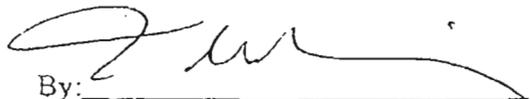
By: 
Name: William J. Cook
Title: Secretary/Treasurer

#412987/ldw

16. Execution in Counterparts. This Agreement is binding on, and inures to the benefit of, the respective successors, permitted assignees, and personal representatives of the Parties. The Parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original, and both of them together will constitute the same agreement. This Agreement will become effective as of its stated effective date when each party has executed a counterpart and delivered it to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

AMSCOT CORPORATION

By: 
Name: EUGENE R. CLEMENT
Title: PRESIDENT

Eugene R. Clement

Gay Ann Blomefield

Neil Gillespie

BARKER, RODEMS & COOK, P.A.

By: _____
Name: _____
Title: _____

#412987/dw

BARKER, RODEMS & COOK
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

CHRIS A. BARKER
RYAN CHRISTOPHER RODEMS
WILLIAM J. COOK
JEFFREY W. GIBSON

300 West Platt Street, Suite 150
Tampa, Florida 33606

Telephone 813/489-1001
Facsimile 813/489-1008

June 23, 2003

Mr. Neil J. Gillespie
301 West Platt Street, No. 155
Tampa, Florida 33606-2292

Dear Mr. Gillespie:

I have received your facsimile letter of June 22, 2003. For whatever reason, you have chosen to threaten Mr. Cook with a bar grievance and our Firm with litigation if we do not pay you money to which, for the reasons detailed in my letter of June 19, 2003, you are not legally nor ethically entitled. Therefore, we cannot collect and provide additional information to you at this time. I can confirm, however, that no "bill for legal services", as you reference in paragraph 3 of your letter, was ever sent to Amscot.

As you know, Mr. Cook and our Firm represented you for many years and we were pleased to be able to assist you in obtaining a return of your losses. However, we cannot continue to be subjected to threats and unreasonable requests regarding these long-resolved matters. Please accept this and our letter of June 19, 2003, as our final communication on these issues.

Sincerely,



Chris A. Barker
For the Firm

