

**IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA**

**IN RE: ESTATE OF
LOUISE A. FALVO,
Deceased.**

File No: 01-2008-CP-1083

Division: PROBATE

**RESPONSE TO AND MOTION TO STRIKE OR IN THE
ALTERNATIVE MOTION TO DISMISS ATTORNEY BAUER'S
MOTIONS FOR ATTORNEY'S CHARGING LIEN AND
MOTION FOR SANCTIONS AGAINST ATTORNEY ROBERT
BAUER**

2009 DEC 18 PM 3:57

FILED
CLERK

1. Sometime in 2008 Woodhull hired Attorney Robert Bauer to defend her against the Tower Oaks Homeowners' Association. Woodhull gave Mr. Bauer \$2,500.00 in cash as a retainer. Bauer said that law student David Sams would be working on preparing the defenses and counterclaim in order to save Woodhull money, even though this was the unauthorized practice of law.
2. Woodhull provided law student David Sams with rough draft defenses as the answer to the civil complaint filed by the Tower Oaks Homeowners' Association, that included "selective enforcement" and "statute of limitations" as defenses; however, when Attorney Bauer via the work produce of Sams (based upon Woodhull's rough draft) filed in the "answer",

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“selective enforcement” and “statute of limitations” were not included as defenses. Woodhull asked Mr. Bauer about the failure to include “selective enforcement” and “statute of limitations” as defenses in a follow up phone call. Attorney Bauer said that “selective enforcement” did not need to be plead. Attorney Bauer also failed to list “statute of limitations” as a defense, although this defense also appeared on the rough draft answer that Woodhull had provided to David Sams, the law student who was composing legal documents without a law license.

3. The “counterclaim” was phrased very weakly—so weakly that no relief could be granted --even if Woodhull had prevailed-- according to final judgment rendered by Judge Toby Monaco.
4. Attorney Bauer failed to pay the \$300.00 counterclaim fee in the TOHA case; the clerk of court had to send Bauer a letter to pay that fee and then and only then did he pay the \$300.00 filing fee.
5. Thereafter, Mr. Bauer simply “sat” on the case for approximately six months and conducted no discovery and did nothing. Certainly, the “answer” to the original civil complaint did not cost \$2,500.00 to compose, especially since the writing of it paralleled precisely what Woodhull had already pre-composed and given to law student David Sams as a rough draft guideline to

follow (which had included the additional defenses of “statute of limitations” and “selective enforcement”).

6. Meanwhile, Woodhull’s mother died and Woodhull subsequently initiated an administration of the estate in Alachua County. Shirley Mascarella then decided to hire an attorney and initiate a will contest.

7. The court then mandated that if Woodhull wished to be the personal representative Woodhull would have to hire an attorney. Attorney Robert Bauer was then paid an additional \$2,500.00 retainer to become the attorney of record on the Estate of Louise A. Falvo will contest.

8. The first hearing was a challenge of venue, a threshold issue. Woodhull told Robert Bauer that they would have to prove that Woodhull’s mother had lived (homesteaded) and died in Alachua County and Woodhull told Bauer she had a paper in her possession signed to the tax collector, homestead office, stating that Falvo wished to keep her homestead in Alachua County. In a phone conversation with Woodhull, Mr. Bauer stated that that particular paper proving Falvo’s homestead intentions, would not be necessary to bring to court.

9. Woodhull brought the paper anyway which proved Falvo’s homestead intentions to the court .

10. Getting Attorney Bauer to enter that paper into the court record took some effort on Woodhull's part. Woodhull tapped Bauer on the shoulder, pointed at the paper, etc., until finally he entered the necessary paper into the court record.

11. Based largely upon that paper that Louise A. Falvo signed declaring she wished to keep her homestead in Alachua County, the Judge Monaco ruled that venue would stay in Alachua County.

12. After the hearing that day, walking down the courthouse hall with Attorney Bauer, Attorney Bauer turned to Woodhull's fiancé, David A. Newman, and stated, "She is rather obnoxious. How do you put up with her?"

13. David replied that we put up with each other and that he loves me dearly.

14. Woodhull tried to brush off Bauer's comment as a "joke" but thereafter Woodhull had some serious reservations about Attorney Bauer representing her. This inappropriate and unprofessional comment had quite an unsettling effect. However, Woodhull had no problem with law student David Sams.

15. Woodhull was in the middle of another legal matter, a wrongfully taken guardianship that had been commenced against her mother,

Louise A. Falvo, in Seminole County with a forgery of Woodhull's signature. The attorneys and guardian who had taken possession of Woodhull's mother and her assets were billing ex parte quite excessively.

16. Woodhull scheduled an appointment with Attorney Bauer to speak about the excessive billing. Woodhull had been challenging the wrongfully taken guardianship pro se, both in Seminole County and at the 5th DCA. Woodhull had even opened a guardianship file in Alachua County so that the guardianship could be transferred to the correct venue. Attorney Bauer suggested that in order to prevail on the will contest in Alachua County, it would be best to represent Woodhull in ALL cases (the appeals at the 5th DCA, the guardianship, etc.). Woodhull stated "I will think about it." Attorney Bauer stated that BEFORE he could get started, he would need a retainer of \$4,000.00—just to obtain and read the files from Seminole County and the 5th DCA.

17. Woodhull never returned to Mr. Bauer's office with the mandated \$4,000.00 retainer. Woodhull never signed a contract(s).

18. A few weeks later, Woodhull was in Daytona Beach looking over her appeal file when lo and behold, there was an "Entry of Appearance"

from Attorney Robert Bauer! Woodhull sent Bauer and/or Sams an e-mail about this matter, seeking an explanation.

19. Bauer had also put in a Motion for Stay at the 5th DCA. This was exactly OPPOSITE of what I wanted. Woodhull wanted the 5th DCA to expedite their decision because if the guardianship were set aside, then a will contest in Alachua County would also become unnecessary. The POD/ITF designations that the guardian had destroyed would be restored and Woodhull could simply walk into the banks and claim her inheritance money.

20. Woodhull then wrote a motion to the 5th DCA telling them that Attorney Bauer was not authorized to represent Woodhull and that Woodhull wished to continue representing herself pro se. The 5th DCA asked Attorney Bauer to write back an explanation. Attorney Bauer stated that “we” had a “verbal agreement.” Based upon that malarkey, the 5th DCA allowed Woodhull to start representing myself again.

21. On the day that Woodhull put in the motion to the 5th DCA to continue representing herself, pro se, Woodhull sent a copy of that motion to Attorney Bauer. Woodhull also included a small piece of

paper in which she had written, something to the effect “Please also remove yourself from 08-GA-0508 and 08-GA-0509.”

22. Woodhull realized after she had mailed that little piece of paper that she had no proof that it had been sent. However, the “angels” must have been with Woodhull.

23. Woodhull called Mr. Bauer’s secretary and asked her to send, via e-mail, a copy of the motion to the 5th DCA regarding continuing to represent myself. She agreed to do so, and lo and behold, she also sent, via e-mail a copy of the little note stating “Please also remove yourself from 08-GA-0508/0509.”

24. Woodhull then showed this paper to Mr. Bauer, via an e-mail. Mr. Bauer then stated in an e-mail back to Woodhull that he “didn’t like Woodhull’s attitude.” Woodhull stated that she I didn’t like Bauer’s attitude, either, and the two therefore parted company on the two legitimate cases for which Bauer had legitimately been retained.

25. However, Attorney Bauer continued to say he was representing Woodhull. He sent several e-mails stating that he needed “clarification” regarding which cases he was representing Woodhull on and saying that he would continue to represent Woodhull on ALL cases until Woodhull said otherwise.

26. Attorney Bauer then “sat” on Woodhull’s case, unauthorized, until there was an objection to billing statement filed by Attorney Nardella and then Attorney Bauer put in a motion to withdraw. During the alleged “three months” that Attorney Bauer alleges he “represented” Woodhull in the Seminole County proceedings Attorney Bauer took no action, conducted no discovery, knowing full well that he was not authorized to take any action.

27. On December 16, 2009, Woodhull received notice that Attorney Bauer has placed liens on the will contest and filed this notice of lien into every and all cases. Woodhull is charging Woodhull approximately \$10,000.000 PLUS the costs of filing all of those liens. Attorney Bauer has no final judgment that states he prevailed in a breach of contract against Woodhull. Yet, Attorney Bauer is charging Woodhull \$10,000.00 for unauthorized representation plus the cost of preparing papers to file the various liens.

28. Attorney Bauer is looking to be paid out of the estate of Louise A. Falvo from curator Judith Paul. Attorney Bauer suspected a “conflict of interest” in this arrangement since Attorney Judith Paul is part of Knellinger and Associates who works with Attorney Bauer in bill collection proceedings. And Attorney Paul was formerly the attorney

for the Eighth Judicial Circuit, Alachua County, prior to going into private practice.

29. Woodhull received a letter of non-engagement (probably a standard form letter) from Mr. Bauer 2007—the first time Woodhull met with Attorney Bauer regarding the homeowners' association who threatened legal action against Woodhull for two years prior to commencing actual civil litigation. The follow up (form) letter from 2007 states that Mr. Bauer does not represent me, even though we had an initial meeting, and that unless he receives a retainer and we sign a letter of engagement, he is not my attorney (standard procedure).
30. Attorney Bauer produced no favorable fruits for Angela V. Woodhull.
31. As it stands, Attorney Bauer charged \$2,500.00 in the homeowners' association dispute for creating nonsubstantive documents that Woodhull was then forced to hire another attorney to amend. These nonsubstantive documents, based upon Woodhull's own compositions and legal research, certainly did not cost \$2,500.00 to compose and therefore a refund is due Woodhull.
32. In the Estate of Louise A. Falvo, Attorney Bauer attended one hearing, yet held a retainer of an additional \$2,500.00. Certainly the lax preparation for one hearing on the issue of venue did not cost

\$2,500.00 and again, it was Woodhull's research and documentation that saved the day. Woodhull also was forced to create her own appellate brief as the result of ineffective representation from Mr. Bauer. Therefore, a refund of the balance is due to Woodhull.

33. Attorney Bauer claims that there was a "verbal" contract entered into between Woodhull and Bauer. However, the supporting documents show otherwise.

34. In addition, the supporting documents show that there was "NO" "meeting of the minds, as Attorney Bauer asked for "**clarification**" of which cases he was on or off. Mr. Bauer therefore cannot ask for compensation when there was **no meeting of the minds** and **no written contract** whatsoever.

35. Attorney Bauer does not state the alleged terms of the alleged verbal agreement; it therefore remains unenforceable, nebulous, and undefined. As such, Attorney Bauer cannot be compensated. In fact, there was no agreement—whether verbal or written because there was no meeting of the minds or meeting of the terms of an agreement. Attorney Bauer demanded \$4,000.00 up front to get started. No \$4,000.00 was ever forthcoming by Woodhull to Attorney Bauer. Bauer therefore violated his own written

policy of requiring a retainer accompanied with **a written contract** PRIOR to commencing legal engagement.

36. In e-mail correspondence to Attorney Bauer, Mr. Bauer was properly noticed that he had violated his own policies (of mandating a retainer and signed contract prior to putting in a Notice of Appearance).

37. As a result of all of the above, a Florida Bar complaint has been filed.

38. "Where there is unethical misconduct on the part of the attorney, a charging lien is not permitted. *Andrew Hall & Associates v. Ghanem*, 679 So. 2d 60, 61-62 (Fla. 4th DCA 1996)

39. Here, we have an attorney who conducted no discovery on each and every case for which he claims to have "represented" Woodhull. This also violates the Florida Bar rules of "due diligence."

40. At the very least, if Attorney Bauer had obtained a transfer of venue of the guardianship proceedings in Seminole County to the appropriate venue, Alachua County, "something" would have been accomplished. However, Attorney Bauer entered a Notice of Appearance on the guardianship of a deceased woman, and this, too, is a peculiar and irregular request for reimbursement from the assets of the deceased.

41. A charging lien cannot be applied to the Guardianship of Louise A. Falvo in Seminole or Alachua County because Attorney Bauer never worked

on the cases. He simply put in an unauthorized notices of appearance, and then motions for withdrawal. Likewise, with the appellate case at the 5th DCA: Attorney Bauer simply put in an unauthorized Notice of Appearance, a Motion for Stay (contrary to his client's desire for the case to be decided expeditiously), a reply to justify his Notice of Appearance, and then a Motion to Withdraw. This is not called "working on the case." "In other words, his equitable lien never attached to the recovery in this case, because **he never worked on this case.**" (as quoted from **Hogbenvs. Wyndham International** (United States District Court Southern District of Florida Case No. 05-20944-Civ-LENARD/TORRES))

42. There is no express or implied contract between Bauer and Woodhull.

43. The undisputed fact that Bauer sent Woodhull several letters demanding "clarification" of a non-issue (even though Woodhull had already clearly stated "Remove also from 08-GA-0508/0509) show that Robert Bauer's Motion for Attorneys' Charging Lien" must fail since the first element ("express or implied contract") cannot be proved or supported by Attorney Bauer and therefore must be stricken from the record and/or dismissed with prejudice. (See **Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A. v. Baucom**, 428 So.2d 1383, 1384 (Fla.1983) as cited in: **In re: Rosa Beatrice Washington, Martha Irene Weed v. Rosa Beatrice Washington,**

Case No. 99-14373 United States Court of Appeals, Eleventh Circuit. Feb. 28, 2001).

44. Woodhull never even knew until December 16, 2009 what a “charging lien” even is. In order to charge a “charging lien” the client needs to be informed ahead of time. Woodhull was never informed prior receiving mail on December 16, 2009—the charging liens.
45. Attorney Alan Hawkins advised Woodhull “not to worry” about any bills from Attorney Bauer because they were not legitimate and that there is a big difference between sending a bill and collecting on that bill. (Woodhull had explained to Hawkins how Bauer imposed himself on ALL of Woodhull’s cases—without authority)
46. The pattern of behavior of Woodhull is clearly to opt for self-representation-- unless attorney’s fees are guaranteed by the prevailing party, or unless the law mandates legal representation. Therefore, for Bauer to claim that a “verbal agreement” existed with someone (Woodhull) who is known to always select “pro se” is also not believable.
47. Woodhull at no time has waived or waives her right to homestead protection guaranteed to her under the Florida Constitution, ARTICLE X, SECTION 4(A) OF THE FLORIDA CONSTITUTION.

Nor has Woodhull ever agreed verbally or in writing to a waiver of homestead protection guaranteed to her under the Florida Constitution, Article X, Section 4(a).

48. No charging lien has been written as part of the court orders that permitted Attorney Bauer to withdraw shortly after making his (unauthorized) appearances in any of Woodhull's pro se cases.
49. Woodhull was never fully informed regarding the contents of a retainer agreement because there never was any retainer agreement.
50. Attorney Bauer is obligated to READ a written agreement to Woodhull (*In re Kindy's Estate*, 310 So.2d 349, 350 (Fla. 3DCA), *cert.den.* 324 So.2d 83 (Fla. 1975)). However, there was no written agreement, in fact, no verbal agreement, no agreement whatsoever, and there was no meeting of the minds between Attorney Bauer and Woodhull.
51. No notice of a charging lien was included in any of Attorney Bauer's notice of withdrawals. In fact, up until December 16, 2009, Woodhull have never ever heard of the word "charging lien."
52. All invoices of Attorney Bauer are disputed and it actually appears that Woodhull is owed a refund of her retainers in both the Estate of

Louise A. Falvo and Tower Oaks Homeowners' Association given the little work that Attorney Bauer actually performed.

53. Attorney Bauer can make no claims on Woodhull's jewelry, personal property, or automobile, as none of these items were part of the litigation. ("By definition, an attorney's charging lien cannot attach to property not involved in the suit and not before the court." (*Cole v. Kehoe*, 710 So. 2d 705, 706 (Fla. 4th DCA 1998) as cited in *Rudd v. Rudd* No. 4D06-102 [July 18, 2007]). (*Braverman v. Oliveri*, 564 So. 2d 190 (Fla. 1990) ; *Glickman v. Scherer*, 566 So. 2d 574 (Fla. 4th D.C.A. 1990))

54. The Federal Uniform Commercial Code requires a "written" contract for any amount over \$500.00. Therefore, Florida case law allowing for charging liens can be challenged all the way to the U.S. Supreme Court. Attorneys are not above the law.

55. Just the fact that Attorney Bauer has placed these various unsubstantiated "charging liens" in various courts shows further evidence of wrongdoing and incompetence and further reason why Woodhull was rationale enough to not wish to hire Attorney Bauer on any additional cases and terminate Attorney Bauer from two cases, since the required mandates set forth regarding "charging liens" cannot (and were not) be met by Attorney Bauer.

56. As further evidence of incompetence, Attorney Bauer has filed one of his “charging liens” in a closed case for which he never even entered his appearance. (5D08-1899). Even if the case were still open, Attorney Bauer’s Motion for Charging Lien would be untimely, as the court cannot grant relief once final judgment has been entered.

57. As further evidence of incompetence, Attorney Bauer styled the Alachua County probate of the Estate of Louise A. Falvo as a “guardianship” case (01-C)-001983) on all of his motions and notices to the various clerks of court. For this “work,” Attorney Bauer believes he is “entitled” to compensation when he cannot even style a case appropriately? I think not.

MEMORANDUM OF LAW

“It is not enough to support the imposition of a charging lien that an attorney has provided his services; the services must, in addition, produce a positive judgment or settlement for the client, since the lien will attach only to the tangible fruits of the services.” *Mitchell v. Coleman*, 868 So. 2d 639, 641 (Fla. 2d DCA 2004) (as cited in *Rudd v. Rudd* DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT July Term 2007 No. 4D06-102 [July 18, 2007]).

Arabia v. Siedlecki, 789 So.2d 380, 383 (Fla. 4DCA 2001), *rev. denied sub nom. Lavallo, Brown, Ronan & Soff, P.A. v. Arabia*, 817 So.2d 848 (Fla. 2002), “An attorney must be clear and precise in explaining the terms of a fee agreement. To the extent the contract is unclear, the agreement should be construed against the attorney.” In the instant case, the “contract” is completely unclear because there was no contract read to the alleged “client.”

“We next turn to appellant’s arguments regarding the lien’s scope and the inclusion of improper fees. “By definition, an attorney’s charging lien cannot attach to property not involved in the suit and not before the court.” *Cole*, 710 So. 2d at 706.” (As cited in Rudd v. Rudd, APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT, July Term 2007, No. 4D06-102 [July 18, 2007]).

“As in this case, the charging lien at issue in Cole also included fees incurred in enforcing the lien. *Id.* We found the inclusion of these fees improper because the attorney’s efforts in enforcing the lien did not contribute to the wife’s interests

“The fees associated with enforcing and perfecting the lien should be stricken.” (As cited in *Rudd v. Rudd* APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT July Term 2007 No. 4D06-102 [July 18, 2007]).

“It is not enough to support the imposition of a charging lien that an attorney has provided his services; the services must, in addition, produce a positive judgment or settlement for the client, since the lien will only attach to the tangible fruits of the services.” *Rudd*, 960 So. 2d at 887 (quoting *Mitchell v. Coleman*, 868 So. 2d 639, 641 (Fla. 2d DCA 2004)) (as cited in *Richman, Green, Weil, Brumbaugh, Mirabito & Christensen v. Michael Chernak, Kathleen Chernak, and the Watershed Treatment Programs, Inc, The Watershed-Act II, Inc., a Florida Corporation* DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT January Term 2008 No. 4D07-647 [March 12, 2008]).

“Where there is unethical misconduct on the part of the attorney, a charging lien is not permitted.” *Andrew Hall & Associates v. Ghanem*, 679 So. 2d 60, 61-62 (Fla. 4th DCA 1996)

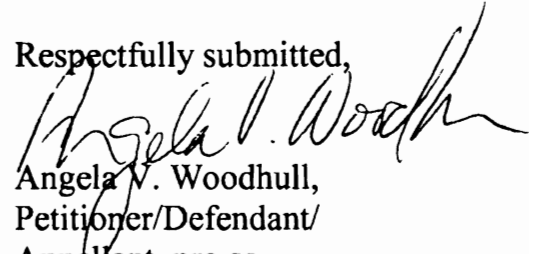
An evidentiary hearing may be in order, in which it may be determined that NO award of attorneys' fees is in order under the circumstances and the evidence presented. In Crown Custom Homes, Inc. v. Sabatino (2D08-1612, 2D08-1613) the Second District reversed the trial court's determination of the amount of attorneys fees for a new evidentiary hearing

A charging lien is a lien against the fruits of the litigation in question. By definition it does not apply to property outside the subject matter of the litigation, and it will not apply in cases where there are no tangible fruits of the litigation. (Braverman v. Oliveri, 564 So. 2d 190 (Fla. 1990) ; Glickman v. Scherer, 566 So. 2d 574 (Fla. 4th D.C.A. 1990))

In order to have a valid charging lien the attorney's services must contribute to a positive judgment or settlement for the client. (Rochlin v. Cunningham, 739 So. 2d 1215 (Fla. 4th D.C.A. 1999); Litman v. Fine, Jacobson, et al., 517 So. 2d 88, 91-92 (Fla. 3d D.C.A. 1987), rev. denied, 525 So. 2d 879 (Fla. 1988)). (If this court schedules an evidentiary hearing, Attorney Bauer will be very hard pressed to show how his unauthorized Entry of Appearances followed by Motions for Stay and Motions to Withdraw helped to "contribute to a positive judgment or settlement for the 'client.'")

WHEREFORE, Attorney Bauer's "liens" (entered in three courts) for alleged (and **unauthorized**) attorney's "services" should be **dismissed with prejudice** and stricken from the record, and Attorney Bauer should be sanctioned for his actions.

Respectfully submitted,



Angela V. Woodhull,
Petitioner/Defendant/
Appellant, pro se
P.O. Box 14423
Gainesville, FL 32604
(352) 327-3665
(352) 682-9033

CERTIFICATE OF SERVICE

In order to properly defend herself, Angela V. Woodhull had to file the above document in three different courts. Therefore, a true and correct copy of the above styled document, with various and appropriate court names listed in the style of the case, was mailed by U.S. mail this 17th day of December 2009 to:

Maryann Morse, Clerk of Court
Seminole County
Eighteenth Judicial Circuit Court
301 N. Park Avenue
Sanford, Florida 32771

Clerk of Court
Fifth District Court of Appeal
300 Beach Street
Daytona Beach, Florida 32114

Alachua County Clerk of Court
201 E. University Avenue

Gainesville, Florida 32601

Judith Paul, Esq.
Law Firm of Richard Kenllinger, P.A.
2815 NW 13th Street, Suite 305
Gainesville, FL 32609

Alan T. Hawkins, Esq.
1502 N.W. Sixth Street, Suite C
Gainesville, FL 32601


John Stinson, Esq.
Jesse Caedington, Esq.
Scruggs and Carmichael
One S.E. First Avenue
Gainesville, Florida 32601

Attorney Anthony Nardella
c/o Zimmerman, Kiser, & Sutcliffe
315 E. Robinson Street
Suite 600
Orlando, FL 32801



Angela V. Woodhull, Appellant/Defendant/Petitioner, pro se

I swear and attest, under penalties of perjury, that all of the above information is true and correct.



Angela V. Woodhull, Appellant/Defendant/Petitioner, pro se

STATE OF FLORIDA
COUNTY OF ALACHUA

Signed and sworn before me this 18th day of December 2009 by Angela V. Woodhull.



Notary Public

My commission expires:





RE: 2909--Emergency Request. Thank you.

Tuesday, December 23, 2008 11:17 AM

From Robert W. Bauer, Esq. Tue Dec 23 08 17:32 2008

X-Apparently-To: angelawoodhull@yahoo.com via 206.190.37.40, Tue, 23 Dec 2008 08:17:36 -0800
 Return-Path: <rw@bauerlegal.com>
 X-YMailISG: uP2XtGAWLDS9I.....aqwuGC4.7BRMgbkY1EiBR0yuapixYelrmeEpbQCw OWafCEna .dmUeC2Pp9qk26C1sWQf3OrfBHhQH4pRegDUKeBkKubeVv .6Wb0LdbcnvKUKu2VUAKI0zQx5HC6tFcyud1g51Xk .Ssoa1K73WYNUSI
 X-Originating-IP: [74.208.4.194]
 Authentication-Results: mta184.mail.ac4.yahoo.com; from=bauerlegal.com; domainkeys=neutral; no sig;
 Received: from 74.208.4.194 (EHLO mout.perfora.net); 174.208.4.194; by mta184.mail.ac4.yahoo.com with SMTP; Tue, 23 Dec 2008 08:17:35 -0800
 Received: from STATIONS (wsp-98-190-41-72.ga.at.cox.net [98.190.41.72]); by mrelay.perfora.net (node=mrus1) with ESMTPL (Nemesis) id 0MKpCa-1LF9wp2gBH-0007e7; Tue, 23 Dec 2008 11:17:35 -0500
 From: "Robert W. Bauer, Esq." <rw@bauerlegal.com>
 To: <angelawoodhull@yahoo.com>
 Cc: "David M. Sams" <dms@bauerlegal.com>
 References: <181AAAAAAAAAAAAAAAAAAAAJbra3TcB55Hp1Y5bq1jZH/CgAAAAEAAAACvno+Lre4pCpOCdyfQA3L1BAAAAAAAA==@bauerlegal.com> <339040.58144.qm@web53603.mail.re2.yahoo.com>
 In-Reply-To: <339040.58144.qm@web53603.mail.re2.yahoo.com>
 Subject: RE: 2909--Emergency Request Thank you
 Date: Tue, 23 Dec 2008 11:17:32 -0500
 Message-ID: <181AAAAAAAAAAAAAAAAAAAAJbra3TcB55Hp1Y5bq1jZH/CgAAAAEAAAACvno+Lre4pCpOCdyfQA3L1BAAAAAAAA==@bauerlegal.com>
 MIME-Version: 1.0
 Content-Type: multipart/alternative; boundary="----- NextPart 000 005F 01C964FG 115EBD80"
 X-Mailer: Microsoft Office Outlook 12.0
 Thread-Index: Aclj5Bp9h0Lcpgk8QA+IXqAH6ZrCwB0MY:z
 Content-Language: en-us
 Disposition-Notification-To: "Robert W. Bauer, Esq." <rw@bauerlegal.com>
 X-Prvags-ID: V01U2FsdGVkX19;Vw10Cl3h0hQYAE:CSxn9U;QsAZX2douxkx bPmiNBu0TV5P8T7V9ZghG3YruFHUhnHKPwuKF:RIK17Av2sZ51 wHpLTRAoSvJy2xyoJ8vUK9eJoDD4
 Content-Length: 8751

There has been substantial confusion on our part regarding the cases that you wish us to represent you in. Please be aware that all your cases are connect except for the Home Owners association case. Therefore, that were paid out of your mother's estate. However, it is always your choice. I need a clear understanding of what cases you want us to represent you in. Please advise us as to what cases you wish for us to assist

Robert W. Bauer, Esq.
 Law Office of Robert W. Bauer, P.A
 2815 NW 13th St. Suite 200E
 Gainesville, FL 32609
 352 375.5960
 352 337.2518 - Facsimile
 Bauerlegal.com

From: Angela V. Woodhull [mailto:angelawoodhull@yahoo.com]
 Sent: Sunday, December 21, 2008 3:43 AM
 To: Robert W. Bauer, Esq.
 Subject: 2909--Emergency Request. Thank you.

Robert,
 Please remove from 2909. I petitioned the Alachua County court several months ago to "stay" proceedings until 2909 had been decided. The opposite has now been done, which sabotages 2909. I d
 Angela Woodhull

P.S.--Please also remove NOA from Seminole County 2008-GA-0508/0509. I will not be signing the agreements that you sent to me AFTER putting in your NOAs.

No virus found in this incoming message.
 Checked by AVG - http://www.avg.com
 Version: 8.0.176 / Virus Database: 270.10.0/1861 - Release Date: 12/22/2008 11:23 AM

ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT ("Agreement") is made on _____, in Gainesville, between Angela Woodhill ("Client"), and Law Office of Robert W. Bauer, P.A., of Gainesville, Alachua County, FL ("Attorney"):

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

I. PURPOSE OF REPRESENTATION

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

Pursuing claims against guardian and review probate issues for Alachua County Probate Division File No. 01-2008-CP-001083.

II. ATTORNEY'S FEE

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

Robert W. Bauer	\$200.00
Law Clerks	\$100.00-125.00
Paralegals	\$75.00

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

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

calculated to cover overhead costs)*****

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

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

- a. Each billing will reflect the legal services rendered and the deposit necessary to cover the estimated legal services and expenses for the next billing period.
- b. Client agrees to make such additional deposits for expenses as are required by the Attorney within ten (10) days from the statement's date.
- c. Unpaid fees and expenses, if not paid within ten (10) days from the statement's date, shall bear interest at the rate of 10% percent per annum until paid.
- d. All sums due and to become due are payable at the Attorney's office in Alachua County, FL.

III. APPROVAL NECESSARY FOR SETTLEMENT

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

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

- a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the Attorney and Client, the Attorney, or to Client without the joinder of the Attorney, submitted to the Attorney on behalf of Client in full or partial settlement of this case.
- b. This limited power of attorney further authorizes the Attorney to place the monies, referred to above, in the Attorney's trust account and from that trust account, make distributions and payments to the Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by the Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing Client, including but not limited to expert witness fees, trial preparation bills paid to outside services, court reporter fees, deposition fees, investigative services, costs of

exhibits or other expenses incurred by Attorney on behalf of Client.

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

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

IV. REPRESENTATIONS

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

V. EXPENSES

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

5.02 The expenses contemplated include but are not limited to court costs, consultants' costs, bonds, records, copy costs, supply costs that may be directly attributed to the client, certified copies, transcripts or depositions, telephone calls, duplication costs, photographs, expert and other witness fees, cost of investigation and investigator's fees, postage, travel, parking, and any other case expenses. Client shall deposit with Attorney an expense deposit in the amount of \$2,500.00 which shall be deposited in the Attorney's Trust Account. The Attorney may draw against the expenses in the trust account as the expenses are incurred.

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

VI. COOPERATION OF CLIENT

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

6.02 The Attorney may withdraw from the case and cease to represent Client for any reason, including without limitation: Client's failure to timely pay fees and expenses or deposits in

accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject.

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

VII. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES

7.01 The Attorney may, at Attorney's sole discretion, employ any other person or service that the Attorney believes is necessary to help or assist in this legal representation this shall include the use of contract Attorney's or Foreign Resource Attorneys who are familiar with the laws rules and practice of law in the jurisdiction which the clients case is being forwarded. The Attorney may charge the rate stated in the above rate structure for "Associated Attorneys" which shall be reflected on the clients bill as ASAvfor any such retained assistance. Any such work shall be review and supervised by the Attorney such that the work can reasonably be forwarded as the work of the Attorney.

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

VIII. FLORIDA LAW TO APPLY

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

IX. PARTIES BOUND

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

X. LEGAL CONSTRUCTION

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

XI. PRIOR AGREEMENTS SUPERSEDED

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

XII. RESOLUTION OF FEE DISPUTES BY ARBITRATION

12.01 Any controversy or claim arising out of or relating to a fee charged pursuant to this Contract shall be settled by arbitration under Chapter 682, Florida Statutes. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

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

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

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

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

SIGNED on this _____ day of _____, 2008.

SIGNED on this _____ day of _____, 2008.

Statement and Acknowledgement of Office and Billing Policies

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

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

_____ Initials

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

_____ Initials

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

_____ Initials

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

_____ Initials

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

_____ Initials

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

_____ Initials

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

_____ Initials

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

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

documents and retain these for my records.

_____ Initials

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

_____ Initials

Keys to Reducing your Attorney's Fees

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

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

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

Dec. 23, 2008

Robert -

Please remove also from
Seminole County GA08-0508/0509
your Notice of Appearance.

Thank you
Angel Wooten

**IN THE FLORIDA DISTRICT COURT
OF APPEAL FOR THE FIFTH DISTRICT**

CASE NO.: 5D08-~~2899~~^{2909 AW}

ANGELA WOODHULL,
Appellant, pro se

v.

**GUARDIANSHIP OF
LOUISE A. FALVO, etc.**
Appellees

**NOTICE TO COURT/CONTINUOUS NOTICE OF APPEARANCE
NOTICE OF CLARIFICATION TO THIS COURT**

This Appellant (Appellant Angela Woodhull) has filed this case pro se
and continues and remains pro se in this appeal 5D08-2909 throughout
this appeal.

Respectfully submitted,



Angela Woodhull,
Appellant, pro se
P.O. Box 14423
Gainesville, FL 32604-2423
(352) 332-0515

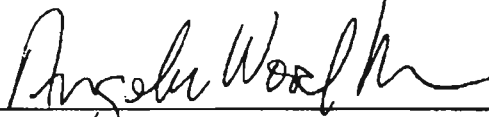
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Appellant Angela
Woodhull's **NOTICE TO COURT/CONTINUOUS NOTICE OF**

APPEARANCE/ NOTICE OF CLARIFICATION TO THIS COURT

has been furnished via U.S. Mail this ^{22nd} day of December, 2008 to
Anthony Nardella, Jr., Esquire, counsel for Appellee Rebecca Fierle, c/o
Zimmerman, Kiser, and Sutcliff, P.A., 315 E. Robinson Street, Suite 600,
Orlando, Florida 32801, and Robert W. Bauer, 2815 NW 13th Street, Suite
200, Gainesville, FL 32609.

I SWEAR AND ATTEST, UNDER PENALTIES OF PERJURY, THAT
THE ABOVE INFORMATION IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE.




Angela Woodhull

STATE OF FLORIDA

COUNTY OF Leon

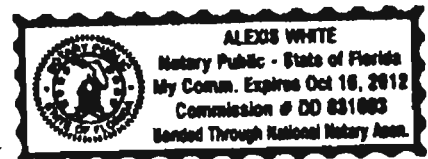
I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the above county and state, to take acknowledgments, **Angela
Woodhull**, personally appeared to me known to be the person described in and
who executed the foregoing instrument and acknowledged before me that they
executed same.

Witness my hand and official seal on this 22nd day of December, 2008.



Notary Public

My commission expires: Oct 16, 2012



**IN THE FLORIDA DISTRICT COURT
OF APPEAL FOR THE FIFTH DISTRICT**

CASE NO.: 5D08-~~1359~~ ^{2909 AW}

ANGELA WOODHULL,
Appellant, pro se

v.

**GUARDIANSHIP OF
LOUISE A. FALVO, etc.**
Appellees

**NOTICE TO COURT
AND PETITION FOR EXPEDITIOUS REVIEW OF
APPEAL #5DO-2909 AND MONETARY SANCTIONS OF ATTORNEY
ANTHONY NARDELLA**

Petitioner ANGELA WOODHULL, pro se, would like to point out to this court two important matters.

1. There appears to have been a misunderstanding between Attorney Robert W. Bauer and Petitioner Woodhull due to the unauthorized Notice of Appearance that was entered on December 8, 2008 in this case.
2. On December 8, 2008, Mr. Bauer entered a Notice of Appearance in this appeal 5D08-2909.
3. On December 11, 2008, I received an e-mail from Mr. Bauer's office asking me to sign fee agreements. It therefore appears that the cart was accidentally placed before the horse. (See Exhibit A)
4. I cannot afford legal representation in multiple cases, unfortunately,

as most of the human race cannot, I suspect. I therefore sent an e-mail to Mr. Bauer asking him to withdraw from appeal 5D08-2909 because the stay I previously requested was in the **Alachua County probate court**, not here.

5. I pray that this 5th District Court of Appeal will therefore expeditiously decide the matter of these ex parte orders that were appealed in 5D08-2909 from Seminole County probate 2008-GA-0508/0509. I fear that because a curator has now been appointed in the Alachua County probate matter (proper venue) that the closing of the guardianship in Seminole County could once again render this appeal moot which, in effect, would be an obstruction of justice. “Mootness” is never appropriate when matters of the law are still undetermined and remain unsolved and/or affect the outcomes of other related cases (See, for example *Merkle v. Guardianship of Jacoby*, 912 So.2d 595 (Fl, 2005), *Godwin v. State*, 593 So.2d 211 (Fla., 1992), *Montejo v. Martin Memorial Medical Center, Inc.*, Case No. 4D03-2638 (FL 5/5/2004) (Fl, 2004), *Holly v. Auld*, 450 So.2d 217 (Fla., 1984), *Clark v. State ex rel. Rubin*, 122 So.2d 807 (Fla. App. 3 Dist., 1960))

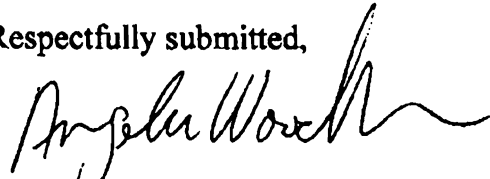
6. Therefore, the erroneous decision of “mootness” in Appeal 5D08-1899 should not also be misapplied to 5D08-2909.
7. The estate of Louise A. Falvo cannot continue to be liable for attorneys who surreptitiously remove assets from Louise A. Falvo’s estate.
8. While this appeal has been pending, Attorney Anthony Nardella has taken an additional approximately \$20,000.00 from the estate of Louise A. Falvo on or about October 22, 2008 – again, ex parte—and yet and still another undisclosed amount on or about November 22, 2008.
9. These are exorbitant amounts removed for “watching” and “protecting” a dead woman in a still open guardianship and an appropriate accounting is in order.
10. In addition, the Alachua County Court wrote an order somewhere in the last week of October 2008 that no one in possession of Louise A. Falvo’s assets should remove them or waste them while the issue of venue was pending for decision in Alachua County. When Anthony Nardella then removed assets of Louise A. Falvo’s estate on or about November 22, 2008—he was clearly in contempt of the Alachua County Court. A “clarification” order was later written that

“absolved” Nardella but Nardella clearly went ahead and in a clandestine manner (ex parte) removed the assets to himself PRIOR to any clarification.

11. The taking of additional funds are appealable matters under 1.540(b)(3) and should have never occurred while the pendency of this appeal—regarding the same, identical issue (ex parte orders written)—exists for this appellate review.
12. Therefore, Anthony Nardella should be sanctioned for the removing of these additional and exorbitant funds from the estate of Louise A. Falvo during the pendency of an appeal that involves the same, identical matter. It is as though Anthony Nardella has already held court, and as “judge” of this court has already decided that Petitioner Woodhull is the loser and therefore Attorney Anthony Nardella can flaunt his victory by removing additional assets from the estate of Louise A. Falvo without any consequence. This is rather a rather outrageous obstruction of justice and should be of concern to this court.

WHEREFORE, Petitioner Woodhull prays for an expeditious review of 5D08-2909 and the sanctioning of Attorney Anthony Nardella (in, at least, the equal amount of his stealthy taking) for brazenly removing additional assets of Louise A. Falvo's estate, ex parte, during the pendency of this appeal which involves the same, identical issues.

Respectfully submitted,



Angela Woodhull,
Appellant, pro se
P.O. Box 14423
Gainesville, FL 32604-2423
(352) 332-0515

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Appellant Angela Woodhull's **NOTICE TO COURT AND PETITION FOR EXPEDITIOUS REVIEW OF APPEAL #5DO-2909 AND MONETARY SANCTIONS OF ATTORNEY ANTHONY NARDELLA** has been furnished via U.S. Mail this ^{2nd}~~2nd~~ day of December, 2008 to Anthony ^{AN}Nardella, Jr., Esquire, counsel for Appellee Rebecca Fierle, c/o Zimmerman, Kiser, and Sutcliff, P.A., 315 E. Robinson Street, Suite 600, Orlando, Florida 32801, and Robert W. Bauer, 2815 NW 13th Street, Suite 200, Gainesville, FL 32609.

I SWEAR AND ATTEST, UNDER PENALTIES OF PERJURY, THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Angela Woodhull
Angela Woodhull

STATE OF FLORIDA

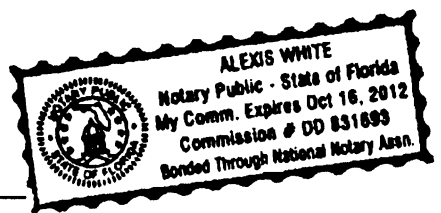
COUNTY OF Leon

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the above county and state, to take acknowledgments, **Angela Woodhull**, personally appeared to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Witness my hand and official seal on this 23rd day of December, 2008.

Alexis White
Notary Public

My commission expires: Oct 16, 2012





Please sign attached fee agreements

Thursday, December 11, 2008 1:03 PM

From April H. Ray Thu Dec 11 10:03:51 2008

Return-Path: <ahr@bauerlegal.com>
 Authentication-Results: mta195.mail.ac4.yahoo.com from=bauerlegal.com; domainkeys=neutral (no sig)
 Received: from 74.208.4.195 (EHLO mout.perfora.net) (74.208.4.195) by mta195.mail.ac4.yahoo.com with SMTP; Thu, 11 Dec 2008 10:03:53 -0800
 Received: from STATION1 (wslp-98-190-41-72.ga.at.cox.net [98.190.41.72]) by mrelay.perfora.net (node=mrus0) with ESMTP (Nemesis) id 0MKp8S-1LApt4342Z-0002Pb; Thu, 11 Dec 2008 13:03:53 -0500
 From: "April H. Ray" <ahr@bauerlegal.com>
 To: <angelavwoodhull@yahoo.com>
 Subject: Please sign attached fee agreements
 Date: Thu, 11 Dec 2008 13:03:51 -0500
 Message-ID: <000001c95bbe\$d643ebf0\$82cbc3d0\$@com>
 MIME-Version: 1.0
 Content-Type: multipart/mixed; boundary="====_NextPart_000_0001_01C95B90.ED6DE3F0"
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 Content-Language: en-us ofxIlZaEFODZcXC6L/mpCy0DJjraXsS929U8/YZw7fVPhP9C9 NAKay3LNxCVW4+MBmzXWLWLHicttHT6
 Content-Length: 210104
 12-10-08 Attorney Fee Agreement for Hourly Clients for Appeal 1899.docx (25KB),
 12-10-08 Attorney Fee Agreement for Hourly Clients for Appeal 2909.docx (25KB),
 12-10-08 Attorney Fee Agreement for Hourly Clients for Case Number 2008-GA-508.docx (25KB),
 12-10-08 Attorney Fee Agreement for Hourly Clients for Case Number 2008-GA-509.docx (25KB),
 12-10-08 Attorney Fee Agreement for Hourly Clients for File No 01 2008 CP 001083.docx (25KB),
 Attorney Fee Agreement for Hourly Clients.doc (25KB)

Please sign and date the attached agreements for clarification of your files. Please mail or drop off the completed agreements as soon as possible, you do not have to make an appointment.

April Ray
 The Law Office of Robert W. Bauer, P.A.
 2815 NW 13th St. Suite 200 E
 Gainesville, FL
 (352) 375-5906
 Fax- (352) 337-2518

EXHIBIT "A"



Please sign attached fee agreements

Thursday, December 11, 2008 1 03 PM

From April H Ray Thu Dec 11 10:03:51 2008

X-Apparently-To: angelavwoodhull@yahoo.com via 206.190.37.43, Thu, 11 Dec 2008 10:03:54 -0800
 Return-Path: <ahr@bauerlegal.com>
 X-YMailISG: 5MLRQekWLDsDc6EWve.X5KFXV19hdmki0mh0b1cT56xkgRDOzG0qA5Kkj0lVfjMyr0sbz416G1ZnR039v1GAYsr5fx30Ge It.NbwtHQVvmt1PY2B16aQ7rmabw0aBG-HQ.uz7.WAu9f.4JxVL.BU3PMY58ju8RzwYMuKvexf
 X-Originating-IP: [74.208.4.195]
 Authentication-Results: mta195.mail.ac4.yahoo.com from=bauerlegal.com; domainkeys=neutral (no sig)
 Received: from 74.208.4.195 (EHLO mout.perfora.net) [74.208.4.195] by mta195.mail.ac4.yahoo.com with SMTP; Thu, 11 Dec 2008 10:03:53 -0800
 Received: from STATION1 (wsjp-98-190-41-72.ga.at.cox.net [98.190.41.72]) by mrelay.perfora.net (node=mrus0) with ESMT (Nemesis) id DMKp85-1LApr4342Z-0002Pb; Thu, 11 Dec 2008 13:03:53 -0500
 From: "April H. Ray" <ahr@bauerlegal.com>
 To: <angelavwoodhull@yahoo.com>
 Subject: Please sign attached fee agreements
 Date: Thu, 11 Dec 2008 13:03:51 -0500
 Message-ID: <00001c95bbasd643ebf0s82cbc3d0s@com>
 MIME-Version: 1.0
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 Content-Length: 210104

6 Files (150KB)



12-10-08... 12-10-08... 12-10-08... 12-10-08... 12-10-08... Attorney ...

Please sign and date the attached agreements for clarification of your files. Please mail or drop off the completed agreements as soon as possible, you do not have to make an appointment.

April Ray
 The Law Office of Robert W. Bauer, P.A.
 2815 NW 13th St. Suite 200 E
 Gainesville, FL
 (352) 375-5906
 Fax- (352) 337-2518



Files you requested

Tuesday, January 20, 2009 10:01 AM

From April H. Ray Tue Jan 20 07:01:46 2009

X-Apparently-To: angelavwoodhull@yahoo.com via 206.190.37.39, Tue, 20 Jan 2009 07:01:52 -0800
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X-Originating-IP: [74.208.4.194]
Authentication-Results: mta240.mail.mud.yahoo.com from=bauerlegal.com; domainkeys=neutral (no sig);
Received: from 74.208.4.194; EHLO mout.perfora.net; [74.208.4.194] by mta240.mail.mud.yahoo.com with SMTP, Tue, 20 Jan 2009 07:01:51 -0800
Received: from STATION1 [wsp-98-190-41-72.ga.at.cox.net [98.190.41.72]] by mrelay.perfora.net (node=nirusi) with ESMTP (Nemesis) id 0MKpCa-1lP16rjZ9m-0007Hz, Tue, 20 Jan 2009 10:01:51 -0500
From: "April H. Ray" <ahr@bauerlegal.com>
To: <angelavwoodhull@yahoo.com>
Subject: Files you requested
Date: Tue, 20 Jan 2009 10:01:46 -0500
Message-ID: <001701c97b10605b486a05111d93e0\$@com>
MIME-Version: 1.0
Content-Type: multipart/mixed; boundary="..." NextPart.000.0018.01C97AE6.1CDE7EA0
X-Mailer: Microsoft Office Outlook 12.0
Thread-Index: Acl7EADrnpXJfZyQaDbCz52t-hkQ=
Content-Language: en-us
X-Proofs-ID: VD1U2FsdGVkX19HOZTs4n3dkaNIwUys83LTIWidE+m5LkuK1Mw3N+7AavV5Cm45NgIA0:Ev21wbRbrIoLAAafcn8SZATApjomVh exGQ2Gvfv8J3HF7hwyfWPO8nD5x3p
Content-Length: 266710

1 File (192KB)



12-29-20...

Mrs Woodhull,

I am emailing you with the files that you requested from Mr. Sams. If there are any problems with the file please let me know and I will resend them.

April Ray
 Law Office of Robert W. Bauer, P.A.
 2815 NW 13th St. Suite 200E
 Gainesville, FL 32609

352.375.5960
 352.337.2518 - Facsimile
 Bauerlegal.com



Here is your reply

Tuesday, January 20, 2009 12:51 PM

From Angela V. Woodhull Tue Jan 20 09:51:01 2009

Received: from [74.230.134.224] by web53609.mail.re2.yahoo.com via HTTP; Tue, 20 Jan 2009 09:51:01 PST
X-Mailer: YahooMailWebService/0.7.260.1
Date: Tue, 20 Jan 2009 09:51:01 -0800 (PST)
From: "Angela V. Woodhull" <angelavwoodhull@yahoo.com>
Reply-To: angelavwoodhull@yahoo.com
Subject: Here is your reply
To: "Beverly E. Lowe" <bel@bauerlegal.com>
In-Reply-To: <017b01c97b26\$181f2dc0\$485d8940s@com>
MIME-Version: 1.0
Content-Type: multipart/alternative; boundary="0-1226690025-1232473861=:7544"
Content-Length: 4779

On December 23, 2008, I sent a note to your office which read "Please remove also from Seminole County GA-08-0508/0509 Your Notice of Appearance.

Thank you,
Angela Woodhull

It does get much clearer than that.

In fact, you just sent me verification that that note was received by your office, so any representation that I never agreed to in writing has never been a representation.

Mr. Bauer represents me in two matters--

- 1. The probate of the estate*
- 2. The Tower Oaks Homeowners' Association.*

This has been and will remain the only two sources of representation that have been agreed upon from the onset of representation.

*Thank you,
Angela Woodhull*

You are holding David Newman hostage? Ha! Ha! That's too funny!!

Have a great day and thank you for your assistance today. AW

--- On Tue, 1/20/09, Beverly E. Lowe <bel@bauerlegal.com> wrote:

From: Beverly E. Lowe <bel@bauerlegal.com>
Subject: Please call our office as soon as possible
To: angelavwoodhull@yahoo.com
Date: Tuesday, January 20, 2009, 12:39 PM

Mr. Bauer needs the clarification of representation he sent you.

We need an answer before your representative leaves our office.

Beverly Lowe
Office Manager
Law Office of Robert W. Bauer, P.A.
bel@bauerlegal.com
(352)375-5960



Excuse the type

Tuesday, January 20, 2009 12:52 PM

From Angela V. Woodhull Tue Jan 20 09:52:44 2009

Received: from [74.230.134.224] by web53609.mail.re2.yahoo.com via HTTP; Tue, 20 Jan 2009 09:52:44 PST
X-Mailer: YahooMailWebService/0.7.260.1
Date: Tue, 20 Jan 2009 09:52:44 -0800 (PST)
From: "Angela V. Woodhull" <angelavwoodhull@yahoo.com>
Reply-To: angelavwoodhull@yahoo.com
Subject: Excuse the type
To: bel@bauerlegal.com
MIME-Version: 1.0
Content-Type: multipart/alternative; boundary="0-937777381-1232473964=:8382"
Content-Length: 5899

"It **doesn't** get much clearer than that." sorry for the typo AW

--- On Tue, 1/20/09, Angela V. Woodhull <angelavwoodhull@yahoo.com> wrote:

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Date: Tuesday, January 20, 2009, 12:51 PM

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We need an answer before your representative leaves our office.

Beverly Lowe
Office Manager
Law Office of Robert W. Bauer, P.A.
bel@bauerlegal.com
(352)375-5960

Angela V. Woodhull, Ph.D.


September 25, 2008

Robert Bauer, P.A., et al.
2815 NW 13th St
Gainesville, FL 32609

Dear Mr. Bauer,

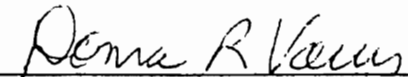
I am going to continue representing myself in the 5th DCA Court of Appeals regarding Cases 5D08-1899/2909. However, I did provide you yesterday with a retainer for representing me in : 01-2008-CP-01083, Alachua County Circuit Eight Judicial, regarding the probating of Louise A. Falvo's Last Will and Testament dated March 22, 2008. Please let me know when you have entered your appearance on this probate matter: 01-2008-CP-01083,

Sincerely,


Angela V. Woodhull.

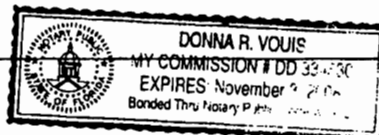
STATE OF FLORIDA
COUNTY OF ALACHUA

The above letter was signed and sworn before me this 25th day of September 2008 by Angela Woodhull.



Notary Public

My commission expires: _____



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

ANGELA WOODHULL,

Appellant,

v.

CASE NO. 5D08-2909

GUARDIANSHIP OF LOUISE A. FALVO,



Appellee.

DATE: January 9, 2009

BY ORDER OF THE COURT:

ORDERED that within ten days from the date hereof, Attorney Robert W. Bauer, Esq., shall file a response to Appellant's assertion that she will proceed pro se and file a motion to withdraw, if appropriate.

*I hereby certify that the foregoing is
(a true copy of) the original Court order.*


SUSAN WRIGHT, CLERK


cc: Robert W. Bauer, Esq.
Angela Woodhull
Anthony M. Nardella, Esq.



J. K. Irby, Clerk of the Circuit & County Court,
Eighth Judicial Circuit of Florida, in and for
Alachua County, hereby certifies this to be a
true and correct copy of the document now of
record in this office. Witness my hand and seal
this 9th day of January 2009
J. K. Irby, Clerk of the Circuit & County Court
By [Signature]
Deputy Clerk