



The Florida Bar

John F. Harkness, Jr.

Executive Director 651 East Jefferson Street
Tallahassee, FL 32399-2300

850/561/5600
www.floridabar.org

October 21, 2011

Mr. Phillip Strauss
30 Greenridge Av.
White Plains
New York 10605

Re: Complaint by Phillip Strauss against Robert W. Bauer
The Florida Bar File No. 2012-00,146 (8B)

Dear Mr. Strauss:

All correspondence and documents submitted in this matter have been carefully reviewed.

The response adequately addresses the issues raised by your complaint.

There is insufficient evidence from the materials provided that Mr. Bauer has violated any of the rules adopted by the Supreme Court of Florida which govern attorney discipline. Accordingly, continued disciplinary proceedings in this matter are inappropriate and our file has been closed. Pursuant to the Bar's records retention schedule, the computer record and file will be disposed of one year from the date of closing.

Sincerely,

William W. Wilhelm, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

cc: Mr. Robert W. Bauer



The Florida Bar

John F. Harkness, Jr.

Executive Director 651 East Jefferson Street
Tallahassee, FL 32399-2300

850/561-5600
www.floridabar.org

August 30, 2011

Mr. Robert W. Bauer
2815 NW 13th St
2815 NW 13th St Ste 200E
Gainesville, FL 32609-2861

Re: Complaint by Phillip Strauss against Robert W. Bauer; The Florida Bar File No. 2012-00,146 (8B)

Dear Mr. Bauer:

Enclosed is a copy of an inquiry/complaint and any supporting documents submitted by the above referenced complainant(s). Your response to this complaint is required under the provisions of Rule 4-8.4(g), Rules of Professional Conduct of the Rules Regulating The Florida Bar, and is due in our office by **September 13, 2011**. Responses should not exceed 25 pages and may refer to any additional documents or exhibits that are available on request. Failure to provide a written response to this complaint is in itself a violation of Rule 4-8.4(g). Please note that any correspondence must be sent through the U.S. mail; we cannot accept faxed material. **You are further requested to furnish the complainant with a complete copy of your written response, including any documents submitted therewith.**

Please note that pursuant to Rule 3-7.1(b), Rules of Discipline, any reports, correspondence, papers, recordings and/or transcripts of hearings received from either you or the complainant(s) shall become a part of the public record in this matter and thus accessible to the public upon a disposition of this file. It should be noted that The Florida Bar is required to acknowledge the status of proceedings during the pendency of an investigation, if a specific inquiry is made and the matter is deemed to be in the public domain. Pursuant to Rule 3-7.1(f), Rules of Discipline, you are further required to complete and return the enclosed Certificate of Disclosure form.

Finally, the filing of this complaint does not preclude communication between the attorney and the complainant(s). Please review the enclosed Notice for information on submitting your response.

Sincerely,

William W. Wilhelm, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

Enclosures (Certificate of Disclosure, Notice of Grievance Procedures, Copy of Complaint, Notice - Mailing Instructions)

cc: Phillip Strauss

Pursuant to Rule 3-7.1(f), Rules of Discipline, you must execute the appropriate disclosure paragraph below and return the form to this office by **September 13, 2011**. The rule provides that the nature of the charges be stated in the notice to your firm; however, we suggest that you attach a copy of the complaint.

CERTIFICATE OF DISCLOSURE

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, a member of my present law firm of _____, and, if different, to _____, a member of the law firm of _____, with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).

Robert W. Bauer

CERTIFICATE OF DISCLOSURE
(Corporate/Government Employment)

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, my supervisor at _____ (name of agency), with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).

Robert W. Bauer

CERTIFICATE OF NON-LAW FIRM AFFILIATION
(Sole Practitioner)

I HEREBY CERTIFY to The Florida Bar on this _____ day of _____, 201____, that I am not presently affiliated with a law firm and was not affiliated with a law firm at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).

Robert W. Bauer

NOTICE OF GRIEVANCE PROCEDURES

1. The enclosed letter is an informal inquiry. Your response is required under the provisions of The Rules Regulating The Florida Bar 4-8.4(g), Rules of Professional Conduct. Failure to provide a written response to this complaint is in itself a violation of Rule 4-8.4(g). If you do not respond, the matter will be forwarded to the grievance committee for disposition in accordance with Rule 3-7.3 of the Rules of Discipline.
2. Many complaints considered first by staff counsel are not forwarded to a grievance committee, as they do not involve violations of the Rules of Professional Conduct justifying disciplinary action.
3. "Pursuant to Rule 3-7.1(a), Rules of Discipline, any response by you in these proceedings shall become part of the public record of this matter and thereby become accessible to the public upon the closure of the case by Bar counsel or upon a finding of no probable cause, probable cause, minor misconduct, or recommendation of diversion. Disclosure during the pendency of an investigation may be made only as to status if a specific inquiry concerning this case is made and if this matter is generally known to be in the public domain."
4. The grievance committee is the Bar's "grand jury." Its function and procedure are set forth in Rule 3-7.4. Proceedings before the grievance committee, for the most part, are non-adversarial in nature. However, you should carefully review Chapter 3 of the Rules Regulating The Florida Bar.
5. If the grievance committee finds probable cause, formal adversarial proceedings, which ordinarily lead to disposition by the Supreme Court of Florida, will be commenced under 3-7.6, unless a plea is submitted under Rule 3-7.9



The Florida Bar

Executive Director 651 East Jefferson Street
Tallahassee, FL 32399-2200

Mr. Phillip Strauss
2931 Sw 98th Way
Gainesville, FL 32608

John F. Harkness, Jr.

Re: Robert W. Bauer; The Florida Bar File No. 2012-00146 (8B)

850/561-5600

Dear Mr. Strauss:

www.floridabar.org

Enclosed is a copy of our letter to Mr. Bauer which requires a response to your complaint.

Once you receive Mr. Bauer's response, you have 10 days to file a rebuttal if you so desire. If you decide to file a rebuttal, please send a copy to Mr. Bauer. Rebuttals should not exceed 25 pages and may refer to any additional documents or exhibits that are available on request. Please address any and all correspondence to me. Please note that any correspondence must be sent through the U.S. mail; we cannot accept faxed material.

Please be advised that as an arm of the Supreme Court of Florida, The Florida Bar can investigate allegations of misconduct against attorneys, and where appropriate, request that the attorney be disciplined. The Florida Bar cannot render legal advice nor can The Florida Bar represent individuals or intervene on their behalf in any civil or criminal matter.

Please review the enclosed Notice on mailing instructions for information on submitting your rebuttal.

Sincerely,

William W. Wilhelm, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

Enclosures (Notice of Grievance Procedures, Copy of Letter to Mr. Bauer; Notice - Mailing Instructions)

cc: Mr. Robert W. Bauer

NOTICE OF GRIEVANCE PROCEDURES

1. The enclosed letter is an informal inquiry. Your response is required under the provisions of The Rules Regulating The Florida Bar 4 8.4(g), Rules of Professional Conduct. Failure to provide a written response to this complaint is in itself a violation of Rule 4 8.4(g). If you do not respond, the matter will be forwarded to the grievance committee for disposition in accordance with Rule 3-7.3 of the Rules of Discipline.
2. Many complaints considered first by staff counsel are not forwarded to a grievance committee, as they do not involve violations of the Rules of Professional Conduct justifying disciplinary action.
3. “Pursuant to Rule 3-7.1(a), Rules of Discipline, any response by you in these proceedings shall become part of the public record of this matter and thereby become accessible to the public upon the closure of the case by Bar counsel or upon a finding of no probable cause, probable cause, minor misconduct, or recommendation of diversion. Disclosure during the pendency of an investigation may be made only as to status if a specific inquiry concerning this case is made and if this matter is generally known to be in the public domain.”
4. The grievance committee is the Bar’s “grand jury.” Its function and procedure are set forth in Rule 3-7.4. Proceedings before the grievance committee, for the most part, are non-adversarial in nature. However, you should carefully review Chapter 3 of the Rules Regulating The Florida Bar.
5. If the grievance committee finds probable cause, formal adversarial proceedings, which ordinarily lead to disposition by the Supreme Court of Florida, will be commenced under 3-7.6, unless a plea is submitted under Rule 3-7.

The Florida Bar Inquiry/Complaint Form



Mr. Phillip Strauss
2931 SW 98th Way
Gainesville, FL 32608

PART ONE: (Read instructions on reverse side.)

| | |
|---|---|
| Your Name: <u>PHILIP STRAUSS</u> | Attorney's Name: <u>ROBERT W. BAUER, P.A.</u> |
| Address: <u>2931 SW 98th Way</u> | Address: <u>2815 NW 13th St.</u> |
| City: <u>GAINESVILLE</u> State: <u>FL</u> | City: <u>GAINESVILLE</u> State: <u>FL</u> |
| Phone: <u>352-359-2669</u> Code: <u>32608</u> | Phone: <u>352-375-5968</u> Zip Code: <u>32609</u> |
| ACAP Reference No. 12-2218 | |

PART TWO: The specific thing or things I am complaining about are:

The enclosed 3 sheets,
and additional 9 sheets
" " 2 sheets

PART THREE: The witnesses in support of my allegations are: [see attached sheet].

PART FOUR: Under penalty of perjury, I declare the foregoing facts are true, correct and complete.

Phillip Strauss 8-22-11
Signature Date

Return Completed Form to:
Attorney/Consumer Assistance Program
The Florida Bar
651 East Jefferson Street
Tallahassee, FL 32399-2300
Toll Free - 866-352-0707

ATTORNEY CONSUMER ASSIST. PROGRAM

① THE FLORIDA BAR
651 E. JEFFERSON ST.
TALLAHASSEE, FL. 32394

PHILLIP STRAUSS
2931 SW 98TH WAY
GAINESVILLE, FL 32608
8-22-11.

SIRS:-
Originally I asked the Florida Bar for a lawyer recommendation and one of the lawyers was Christopher Parker-Cyrus of the law office of Robert W. Bauer of 2815 N.W. 13th, Gainesville, Fl., 32609 Tel. 352-375-5960.

I spoke to him on 7/14/11 in his office, and he spoke very negatively about my case saying at least 3 times I may lose it and pay other attorney fees. However I was talked into signing the contract. I asked to speak to att. Bauer, but he refused to see me.

After the next sleepless night I decided not to use that "loser lawyer" and stopped the check, ~~etc~~ and also leaving a message on the lawyer's telephone of my actions, that I intended to cancel the lawyer.

On Mon. I visited the office & told att. Cyrus that I did not want to use him, and then att. Bauer came and spoke to me. I asked him isn't there a law that I can stop a contract within 3 days of it being signed and he said "No" that it was only with real estate contracts

(2)

Also on my first visit to the office I met the lady attorney and she said she would be happy to work with me and no extra fees was mentioned.

Back to talking with att. Bauer. I asked him to give me another attorney, mentioning the lady attorney and he refused saying using her would be more expensive. Then I mentioned I had stopped the check. He then said that he would represent me ^{att. Bauer} at the trial, upon which I accepted and gave att. Bauer my credit card to make the \$2500. payment. No way did I want Cyrus. The next day I received a telephone message that att. Bauer had another appointment and would not represent me. On July 20 I arrived at the office for pre-trial and Cyrus was there and we spoke some minutes,

③ then went to court for the trial at 2 PM, which turned out to be a total farce with ATT. Cyrus not being able to answer any question the opposing lawyer stated. (Oh for Judge JUDY) Even ATT. Bauer said that my case was very good, and I say if he had handled it as he promised to do, I believe it would have turned out differently. Instead of that ~~loss~~ ATT. Cyrus who could not even answer ^{if} I had a contract with Peoples Insurance Co. I also believe the hours he charged me was false. Imagine ATT. Cyrus supposedly studying my case for 6 1/2 hours and not knowing if I had a contract or not. And not being able to rearrange the disorganized pages to show the contract was complete.

Also I met with ATT. Brewer a couple days later; we discussed what is in this complaint and he reduced the price \$50, about 6. However all that was guaranteed was \$1250.

I will appreciate a satisfactory conclusion to this case soon as possible, since I will be returning to N.Y. soon. I am very dissatisfied with the corruption in Florida.

Respectfully
Phillip Strauss
352-359-2669

The Law Office of Robert W. Bauer, P.A.
2815 NW 13th St.
Suite 200E
Gainesville, FL 32609
352-375-5960

Invoice submitted to:
Phillip Strauss
2931 SW 98th Way
Gainesville, FL 32608

July 28, 2011

Invoice #10170
Collections

Professional Services

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|---|-------------------|---------------|
| 7/14/2011 Reviewed notes and documents on case. Spoke with client by phone regarding case. Reviewed all documents in court file. CPC | 0.60 175.00/hr | 105.00 |
| 7/15/2011 Did research on consumer protection law, bad faith, breach of fiduciary duty, etc. Drafted questions for trial. Reviewed case with attorney, RWB. Spoke with client regarding questions on case and continuance. CPC | 2.40 175.00/hr | 420.00 |
| 7/18/2011 Spoke to client regarding case. Spoke to client again regarding case and meeting today. Prepared notice of appearance. Discussed case with attorney, RWB. Reviewed insurance policy, declarations page, etc. Began to prepare for trial. Met with client to discuss case. Did research regarding attorney's fees. Discussed case again with attorney, RWB. CPC | 4.10 175.00/hr | 717.50 |
| 7/19/2011 Drafted questions and argument for trial. Spoke with client concerning evidence for case. Did revision of questions for trial. CPC | 1.80 175.00/hr | 315.00 |
| 7/20/2011 Prepare for trial. Met with client and wife for more than one hour to review hearing. Traveled to and conducted trial with judge for 3hr and 45min. Questioned four witnesses. CPC | 6.30 175.00/hr | 1,102.50 |
| 7/22/2011 Sent e-mail to attorney, RWB, regarding case. CPC | 0.10 175.00/hr | 17.50 |

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|--|-------------------|---------------------|
| 7/25/2011 Spoke with client about his bill and the return of photographs. Sent e-mail to office staff to provide items to client. CPC | 0.20 175.00/hr | 35.00 |
| For professional services rendered | <u>15.50</u> | <u>\$2,712.50</u> |
| Accounts receivable transactions | | |
| 7/15/2011 Payment - Thank You | | (\$1,250.00) |
| 7/26/2011 Payment from Trust account | | (\$1,250.00) |
| 7/28/2011 Write off charges | | (\$212.50) |
| Total payments and adjustments | | <u>(\$2,712.50)</u> |
| Balance due | | <u>\$0.00</u> |
| Client funds transactions | | |
| Previous balance of Trust | | \$0.00 |
| 7/15/2011 Payment to Trust account | | \$1,250.00 |
| 7/26/2011 Payment from Trust account | | (\$1,250.00) |
| New balance of Trust | | <u>\$0.00</u> |

The Law Offices of

Robert W. Bauer, P.A.

2815 NW 13th Street, Suite 200E, Gainesville, FL 32609

www.bauerlegal.com

Robert W. Bauer, Esq.
Christopher Parker-Cyrus, Esq.
Maria Perez Youngblood, Esq.

Phone: (352)375.5960
Fax: (352)337.2518

August 15, 2011

Phillip Strauss
2931 SW 98th Way
Gainesville Florida 32608

Re: Case No: 2001-SC-1822
Case ID: Phillip Strauss-091105

Dear Mr. Strauss:

Enclosed you will find a copy of the returned check you provided to our office. I have underlined the areas that indicate that the check was returned/stopped. If you have any questions, please contact me at 352-375-5960. Thank you for your assistance with this matter.

Sincerely,



Mary Levocz

Billing Manager

Stop Payment Confirmation

WELLS
FARGO

Date: 07/16/2011

Dear PHILLIP STRAUSS

This notice represents a confirmation of your request to place the following stop payment on your account:

Stop Payment Item Information:

| | | |
|-------------------------|---------------|---|
| Account Number: | Item Amount: | Item Payee/Merchant Name: |
| 1010114124777 | \$2,500.00 | robert w bauer |
| Item Number/Identifier: | Date of Item: | ACH Item: |
| 1086 | 07/14/2011 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

If any of this information is incorrect, please contact me immediately.

Wells Fargo will have no liability if any of the information you have provided as described above is incorrect and Wells Fargo pays the item.

A service charge of \$31.00 may appear on your next statement.

Your stop payment will remain in effect until 01/13/2012, unless sooner revoked, and must be renewed every 6 months after that to remain in effect. A fee may be charged for each renewal. If a stop payment request is not renewed and the item is subsequently presented for payment, the item may be paid and charged to your account, even if it is more than 6 months old.

Stop payments placed on ACH items have no expiration date and do not need to be renewed.

For additional questions regarding your account, please call the telephone number on your account statement.

Sincerely,
Thomas Turk

Phone Number: 352/331-8239

Add Funds | Balance: \$57 | Ask A Que

Legal

Ask a Lawyer. Get an Answer ASAP!

i already said the new question, pertaining to this.

Status: We're Waiting For You

SMS Text Alerts

Category: Legal

Value: \$28

Asked by you on Friday, July 29, 2011 11:06 PM EST

3 Accepts / 4 Answered Questions

i already said the new question, pertaining to this.

Optional Information:

State/Country relating to Question: Florida

Edit Price

Your Expert needs more information

Friday, July 29, 2011 11:54 PM EST

From Josepn

Expert

Hello and thanks for choosing Just Answer®. I am a licensed Florida attorney, and I will be glad to try and assist you.

To provide you with accurate information, could you please clarify these points so I can best address your inquiry:

- What is your specific question for a legal expert to answer?

Once I hear back from you, I will be glad to let you know my answer. There may be some delay as I am assisting other customers or am away from my computer. Please rest assured, however, that I will get back to you as soon as possible.

Thank you.

Your Expert needs more information

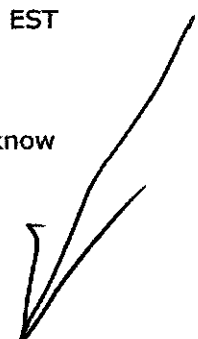
Saturday, July 30, 2011 12:37 AM EST

From Joseph

Expert

I am going off-line for the evening. Please feel free to respond, if necessary, and know that I will be back on-line tomorrow.

Thank you for your patience.



You replied

Sunday, July 31, 2011 12:47 PM EST

originally you said all i had to show was i paid for fungi damage on the contract. i was nervous so i signed with law office robert w. bauer pa. he assigned chris.parker-cyress. on 2nd day i stopped the check and told bauer to assign another att. to me..he said he bauer would represent me. i again paid \$2500.to him. i also asked isnt there a law to be able to cancel a contract within 3 days, he said no. all this was my mistake. i should never have gone to him. 2days later is court case and he put cyrus back to represent me. he could not answer any of the questions defence lawyer put to him. 1- insur. policy was not a contract because of clauses a-b-c. false. 2-contract was not complete, false if he had put 6 1/2 hours studying it, all he had to do was rearrange the disorganized papers.3- the deck was faulty because parts were against the ground, false they spoke of new deck, the old one had plans and no part touching earth, had concrete footings. i lost the case. what shall i do with the lawyers. complain to higher authority. can i get back the \$2500. since the hours had to be false, so-called 15.5 @ \$175/hr. maybe my being 90 yrs old i am losing my marbels.i should have handled the case myself. i hope you understand all this. i tried to shorten it best i could. on sept. 15 am moving back to white plains, n.y. to be close to my 3 children, and good riddance to florida. thank you for your help. phillip strauss

You have received an Answer!

Sunday, July 31, 2011 12:59 PM EST

From Joseph

Expert

I am still not entirely certain what your questions are at this point. However, I believe you are asking about recourse against the attorneys. If I am incorrect, or you just need something else, please let me know.

If you believe the attorneys representation was deficient, you can complain to the Florida Bar. To begin the process, you should go to their website, it is located at <http://www.floridabar.org/>. Near the middle of the home page you will see a section titled "Public/Consumers", click on the "more", when you get to the next page, click on "File a Complaint Against a Lawyer". That should provide all the information you need to file a grievance.

You might be satisfied with what the Bar can do for you in this matter. If not, you might consider filing a civil lawsuit against the attorneys. You could go to your local clerk of court and pick up a template document for a small claims case. Simply fill out the form with your allegations and file it with the clerk. The packet the clerk provides to you will contain all the instructions for the handling of the case.

I hope you found my answer helpful. If so, please click on the green ACCEPT for my answer. This is necessary for me to be paid for my work and so that I can get credit for assisting you. Even if you are a subscription member, you will need to click **ACCEPT**. Your question will not close, and you will still have the opportunity to follow-up if needed. Leaving a bonus and positive feedback is not required, but doing so is certainly appreciated! Thank you and good luck!

Also, several customers have asked how they may direct a question to me in particular. If you specifically want me to assist you in your legal matter, just put "FOR JOSEPH" in the subject line and I will gladly pick up the question as soon as I am on-line.

Need more information? Reply to your Expert

Release Date 2007-02-13

[Need Help?](#)

Not satisfied with your Expert?

DISCLAIMER: Answers from Experts on JustAnswer are not substitutes for

the advice of an attorney. JustAnswer is a public forum and questions and responses are not private or confidential or protected by the attorney-client privilege. The Expert above is not your attorney, and the response above is not legal advice. You should not read this response to propose specific action or address specific circumstances, but only to give you a sense of general principles of law that might affect the situation you describe. Application of these general principles to particular circumstances must be done by a lawyer who has spoken with you in confidence, learned all relevant information, and explored various options. Before acting on these general principles, you should hire a lawyer licensed to practice law in the jurisdiction to which your question pertains.

The responses above are from individual Experts, not JustAnswer. The site and services are provided "as is". To view the verified credential of an Expert, click on the "Verified" symbol in the Expert's profile. This site is not for emergency questions which should be directed immediately by telephone or in-person to qualified professionals. Please carefully read the [Terms of Service](#).

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Add Funds | Balance: \$43 | Ask A Question | My Questions | My Account | Help



Ask a Consumer Protection Law Question, Get an Answer ASAP!



Insurance company is denying my claim towards the damage that

Status: **We're Waiting For You**
Category: **Consumer Protection Law**
Value: **\$43**

SMS Text Alerts
SHARE

Asked by you on Friday, May 06, 2011 7:07 PM EST
2 Accepts / 2 Answered Questions

Insurance company is denying my claim towards the damage that was cause to my deck by fungus. What legal recourse do I have in this situation?

Optional Information:
State/Country relating to question: Florida

Already Tried:
I have switched from one insurance company to another.

[Edit Price](#)

What happens next?

- The Experts are working on your answer**
Watch this page for an update or you can check for a notification in your email.
- Read your Expert's answer**
Ask follow-up questions if needed.
- Decide if you want to pay your Expert**
Your personal deposit remains in your JustAnswer account until you decide to spend or withdraw it.

Satisfaction is fully guaranteed!

Your Expert

Kirk Adams

Lawyer

Positive Feedback

98.4%

Accepts

631

Consumer Protection Litigation Attorney



Expert **You have received an Answer!**

Friday, May 06, 2011 7:11 PM EST

[View Profile](#)

From [Kirk Adams](#)

Hi - my name is Kirk and I'm a Consumer Protection litigation attorney here to assist you.

The only thing you can do is sue the insurance company for bad faith in denying the claim. In order to prevail, you will have to be able to prove that coverage exists and that the insurance company is denying your contractually-valid claim.

The information given is for research use only & you are paying me only for such information. There is no formation of an attorney-client relationship and this communication is not privileged.



Need more information? Reply to your Expert

[Need Help?](#)

Release Date 2007-02-13



[Not satisfied with your Expert?](#)

[Reply to Expert](#)

[Accept Answer](#)

ATTY Brauer

You are a failure as an attorney. You look quite handsome, tall, good looking, well dressed, ~~but~~ well spoken, but being a failure in your job. You forced a failed lawyer to represent me, who I did not want to represent me. You forced him on me. And you are dishonest having said that you would represent me. It was an easy case and you lost it for me. He could not answer any question the opposing lawyer asked.

#1. Because of sections a-b-c. the contract is not a contract; false.

#2. We did not have the complete contract; false if he had used the 6 1/2 hrs. checking the contract all he had to do was get the disorganized pages together.

#3. Deck was made touching the ground; false. The new deck perhaps but not the old deck which had the plans to show including concrete footings.

on 7/14. Made check out for 2500. to att. Bauer

On Sat am I stopped the check. I did not want that

lawyer to represent me.

Saw Bauer Mon. I spoke

to lady lawyer who wanted to represent me & no extra cost asked me to ask her any time I needed her.

x - Bauer said No.

" " he would represent me, ck. I paid the \$2500. on credit card. Next day he said no.

2 days to go for court -

Final day Bauer refused to change lawyers. I was stuck with him.

I asked Bauer isn't there a law that I could cancel contract within 3 days for any reason, he said no that it may refer to real estate not to lawyers.

The Law Offices of

Robert W. Bauer, P.A.

2815 NW 13th Street, Suite 200E, Gainesville, FL 32609

www.bauerlegal.com

Robert W. Bauer, Esq.

Maria Perez Youngblood, Esq.

Phone (352) 375-5960

Fax (352) 337-2518

September 7, 2011

William Wilhelm, Esquire
Bar Counsel
The Florida Bar
651 E Jefferson Street
Tallahassee, Florida 32399-2300

Re. Phillip Strauss; TFB File No.: 2012-00,146 (8B)

Dear Mr. Wilhelm:

Summary of the Facts

On or about July 14, 2011, at 10:00 a.m., Mr. Phillip Strauss was in our office for an initial consultation to be conducted with attorney Christopher Parker-Cyrus. The appointment was made with Mr. Parker-Cyrus as this was a Florida Bar Referral and that was the name provided by the Florida Bar to the potential client. At the time of the appointment Mr. Parker-Cyrus was an employee of the Law Office of Robert W. Bauer, P.A. However, as of this date, Mr. Parker-Cyrus is no longer with our firm. Mr. Parker-Cyrus was not present for the intake and therefore cannot attest to any of the facts regarding the intake. On July 14, 2011, Mr. Strauss entered into an Attorney Consultation Fee Agreement. It appears from the review of the billing statements that Mr. Parker-Cyrus spoke with Mr. Strauss later that day with additional questions and began reviewing the case for trial. As indicated by the billing statements, he spent 0.6 hours doing this.

On July 15, 2011, Mr. Parker-Cyrus continued to do work on the case reviewing multiple manners in which he could possibly forward Mr. Strauss' case. It must be noted that the case had already been filed by Mr. Strauss in a *pro se* manner and, therefore, it was necessary for Mr. Parker-Cyrus to determine whether or not there were any other causes of actions that might be available to Mr. Strauss in the given case. Mr. Parker-Cyrus spent 2.4 hours in regards to this. Mr. Parker-Cyrus again spoke with the client on July 18, 2011 and had meetings with myself and had telephone conversations with the client, spending a total of 1.4 hours in reviewing the entire insurance policy, all declarations, meeting twice with the client and conducting research on how he could recover attorney's fees for the client. Again, reasonable.

On July 18, 2011, I returned a phone message from Mr. Strauss regarding that he wanted to terminate using Mr. Parker-Cyrus as his attorney. As of this time, Mr. Parker-Cyrus had spent 8.0 hours in preparation of Mr. Strauss' case. It must be noted that the hearing Mr. Parker-Cyrus

attended lasted 3 hours and 45 minutes wherein he questioned four witnesses and presented multiple documents as evidence. Mr. Parker-Cyrus had 8.9 hours of initial research which is not unreasonable to conduct when you are doing a hearing of that length within two weeks of the time that you are engaged.

I spoke with him and indicated that I might be able to do the hearing for him if he would prefer. I did advise him that it would be more expensive for me to take the case as I was an hourly rate of \$200.00 per hour versus Mr. Parker-Cyrus' \$175.00 per hour and I would have additional prep time. Mr. Strauss seemed amicable to that. Within fifteen minutes of speaking with Mr. Strauss I was able to determine that I could not cover the hearing that day as I was in depositions in Live Oak, Florida all day. I immediately called Mr. Strauss back and advised him of such. I do not remember if I spoke with him that day or left a message and he called me the next day.

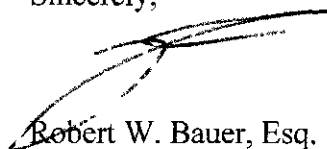
Regardless, Mr. Strauss requested that he be able to use Maria P. Youngblood as an attorney instead of Mr. Parker-Cyrus. I advised him that he did have that option. However, Mr. Parker-Cyrus had expended a substantial amount of time preparing for the action and I could not refund that amount. Mr. Cyrus' compensation is based on work performed and if the case was going to be transferred to another associate in the firm I would have to compensate them as well for the work that they performed. Mr. Strauss indicated that he did not want to pay to have anyone else prepare for the case and he was willing to let Mr. Parker-Cyrus go forward with the action.

At no time was Mr. Strauss forced to use Mr. Parker-Cyrus. In fact, Mr. Strauss was offered the opportunity to use another firm if he wished. Regardless of that offer, Mr. Strauss provided a credit card number for our firm to charge the amount of the initial deposit which had been the subject of the stop check of Mr. Strauss. Thereafter, Mr. Strauss authorized Mr. Parker-Cyrus to continue on his case. I would like to reiterate – at no time was Mr. Strauss denied the use of Ms Youngblood as his attorney.

In regards to Mr. Strauss' comments of Mr. Parker-Cyrus not having the abilities that I have, I can only state that Mr. Parker-Cyrus is a barred attorney who has in excess of fifteen years of trial experience, I myself only have six years of experience and Ms. Youngblood has approximately a year and a half's worth of experience. While I do not know the exact number, I believe Mr. Parker-Cyrus has a hundred or more jury trials under his belt, I have six and Ms. Youngblood has none. Additionally, I was not present for the hearing, so I cannot make any informative comments as to what arguments were or were not made. However, I would question Mr. Strauss's understanding of the proceeding as it was litigation over an insurance policy denial and I do not understand why the court would ask if the Plaintiff had a contract – that seems to be part of the fact that there was an insurance policy.

If I can be of any further assistance please do not hesitate to call.

Sincerely,

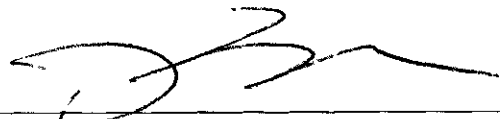


Robert W. Bauer, Esq.

Pursuant to Rule 3-7.1(f), Rules of Discipline, you must execute the appropriate disclosure paragraph below and return the form to this office by **September 13, 2011**. The rule provides that the nature of the charges be stated in the notice to your firm; however, we suggest that you attach a copy of the complaint.

CERTIFICATE OF DISCLOSURE

I HEREBY CERTIFY that on this 7 day of Sept, 2011, a true copy of the foregoing disclosure was furnished to Maria Youngblawt, a member of my present law firm of Law Office Robert W Bauer, and, if different, to _____, a member of the law firm of _____, with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).



Robert W. Bauer

CERTIFICATE OF DISCLOSURE
(Corporate/Government Employment)

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, my supervisor at _____ (name of agency), with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).

Robert W. Bauer

CERTIFICATE OF NON-LAW FIRM AFFILIATION
(Sole Practitioner)

I HEREBY CERTIFY to The Florida Bar on this _____ day of _____, 201____, that I am not presently affiliated with a law firm and was not affiliated with a law firm at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2012-00,146 (8B).

Robert W. Bauer



The Florida Bar

John F. Harkness, Jr.

Executive Director 651 East Jefferson Street
Tallahassee, Florida 32399-2300

850/561-5600
www.floridabar.org

September 14, 2011

Mr. Phillip Strauss
2931 Sw 98Th Way
Gainesville, FL 32608

Re: Complaint by Phillip Strauss against Robert W. Bauer; The Florida Bar File No. 2012-00,146 (08B)

Dear Mr. Strauss:

Enclosed you will find Mr. Robert W. Bauer's response to your complaint, which does not reflect a copy being mailed to you.

If you wish to file a rebuttal to the response, please do so in writing by **September 30, 2011**.

Sincerely,

William W. Wilhelm, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707
Enclosure

cc: Mr. Robert W. Bauer

The Florida Bar
William W. Wilhelm, Bar Counsel
Att. Consumer Assist. Program
ACAP Hotline 866-352-8707

9-29-11
2931 SW 98WAY
Gainesville, FL 32608
NEW ADDRESS
30 GREENBRIDGE AVE.
WHITE PLAINS, N.Y. 10603

Originally,
I stopped the check since I absolutely
refused to have Att. Chris. Parker Cyrus
represent me. My impression of him is that
he is a loser. I explained this all to
ATT. Robert W. Bauer and he said that
he would represent me. No additional
fees was mentioned, however if it
meant another \$25/hr. that would have
been fine with me. But Bauer is a
liar, with his beautiful appearance.
So upon Bauer saying that he would
represent me, I then paid the \$2500.
credit card to him. The following day I
got the message that he had other commit-
ments. So he violated the contract.
I want the \$2500. returned. And since
then Chris Parker Cyrus was fired seeing
how wrong he was to have been forced
upon me, he being ignorant of my case.

This, plus other circumstances have
left me with a sourful impression of
Florida.

RECEIVED
OCT 04 2011
The Florida Bar - ACAP
Tallahassee, Florida

Respectfully,
Phillip Strauss
352-359-2669.

P. STRAUSS
30 Greenridge Ave.
White Plains, N.Y. 10605

RETURN RECEIPT
REQUESTED

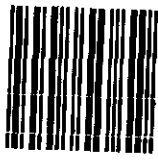
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



7010 1870 0000 6839 0697

WILIAM W WILHELM, BAR COUNSEL
ATTORNEY AT LAW
The Florida BAR
651 E. JEFFERSON ST.
TELLAHASSEE, FL. 32399-2300

32399



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