THE FLORIDA BAR

651 EAST JEFFERSON STREET
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
WWW.FLORIDABAR.ORG

January 7, 2013

Mr. Neil J. Gillespie
8092 S.W. 115th Loop
Ocala, FL 34481

Re: Robert W. Bauer; The Florida Bar File No. 2013-00,540 (8B)

Dear Mr. Gillespie:

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, you must 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. Further, please notify this office, in writing, of any pending civil, criminal, or administrative litigation which pertains to this grievance. Please note that this is a continuing obligation should new litigation develop during the pendency of this matter.

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

Sincerely,

Annemarie Craft, 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

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January 7, 2013

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

Re: Complaint by Neil J. Gillespie against Robert W. Bauer
The Florida Bar File No. 2013-00,540 (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 **January 22, 2013**. 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 required 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. Further, please notify this office, in writing, of any pending civil, criminal, or administrative litigation which pertains to this grievance. Please note that this is a continuing obligation should new litigation develop during the pendency of this matter.

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,

Annemarie Craft, 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: Mr. Neil J. Gillespie

NOTICE
Mailing Instructions

The Florida Bar converts its disciplinary files to electronic media. All submissions are being scanned into an electronic record and hard copies are discarded. To help ensure the timely processing of your inquiry/complaint, please review the following guidelines prior to submitting it to our office.

1. **Please limit your submission to no more than 25 pages including exhibits.** If you have additional documents available, please make reference to them in your written submission as available upon request. Should Bar counsel need to obtain copies of any such documents, a subsequent request will be sent to you.

2. **Please do not bind, or index your documents.** You may underline but do not highlight documents under any circumstances. We scan documents for use in our disciplinary files and when scanned, your document highlighting will either not be picked up or may obscure any underlying text.

3. **Please refrain from attaching media such as audio tapes or CDs, oversized documents, or photographs.** We cannot process any media that cannot be scanned into the electronic record.

4. **Please do not submit your original documents.** All documents will be discarded after scanning and we will not be able to return any originals submitted to our office. The only original document that should be provided to our office is the inquiry/complaint form.

5. **Please do not submit confidential or privileged information.** Documents submitted to our office become public record. Confidential/privileged information should be redacted. Such information includes, but is not limited to, bank account numbers, social security numbers, credit card account numbers, medical records, dependency matters, termination of parental rights, guardian ad litem records, child abuse records, adoption records, documents containing names of minor children, original birth and death certificates, Baker Act records, grand jury records, and juvenile delinquency records. If information of this nature is important to your submission, please describe the nature of the information and indicate that it is available upon request. Bar counsel will contact you to make appropriate arrangements for the protection of any such information that is required as part of the investigation of the complaint.

Please be aware that materials received that do not meet these guidelines may be returned. Thank you for your consideration in this respect.

THE FLORIDA BAR
INQUIRY/COMPLAINT FORM

PART ONE (See Page 1, PART ONE – Required Information.):

Your Name: Neil J. Gillespie	Attorney's Name: Robert W. Bauer
Organization:	Address: 2815 NW 13th Street, Suite 200E
Address: 8092 SW 115th Loop	City: Gainesville State: FL
City: Ocala State: FL	Zip Code: 32609 Telephone: (352) 375-5960
Zip Code: 34481 Phone: (352) 854-7807	
Email: neilgillespie@mfi.net	
ACAP Reference No. none	

PART TWO (See Page 1, PART TWO – Facts/Allegations.): The specific thing or things I am complaining about are:

Please see accompanying letter and appendix showing exhibits available.

PART THREE (See Page 1, PART THREE – Witnesses.): The witnesses in support of my allegations are: [see attached sheet].

PART FOUR (See Page 1, PART FOUR – Signature.): ***Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.***

Neil J. Gillespie 10/31/2012

Signature Date

Attorney Consumer Assistance Program
The Florida Bar
651 East Jefferson Street
Tallahassee, FL 32399·2300

October 31, 2012

Complaint against attorney Robert W. Bauer, Florida Bar ID No.: 11058
2815 NW 13th Street, Suite 200E, Gainesville, FL 32609, telephone (352) 375-5960

I. New Complaint Against Robert W. Bauer

This is a new complaint against Mr. Bauer for misconduct during and after his representation of me in Gillespie v. Barker, Rodems & Cook, PA, et al., case no. 05-CA-7205, Hillsborough Co.

This new complaint seeks discipline for Mr. Bauer's misconduct. I am not seeking return of $19,212 in fees paid to him[1]. This complaint is about justice. Since 2011 I learned Mr. Bauer has hurt a lot of good, honest people: His own clients. Some of the survivors of Mr. Bauer's misconduct have contacted me, and their information is provided in this complaint.

Mr. Bauer's former clients tell a similar story: Mr. Bauer is not competent, he is not diligent, he takes the client's money, and he fails to complete the matter. A number of the complaining clients are disabled and/or elderly, showing a pattern of disregard by Bauer toward elderly and disabled clients. Mr. Bauer uses pro se pleadings as his own, and the work of law students, which he then submits to the court as his own pleadings, according to a motion filed by former Bauer client Dr. Angela Woodhull. This was my experience with Mr. Bauer too.

On October 3, 2012 Bauer client Kimberly Pruett-Barry called me claiming he was not diligent. Ms. Pruett-Barry and husband William retained Bauer to sue another lawyer, Peter R. McGrath. Kim Barry told me *I'm sick, sick to my stomach, made a huge mistake hiring this guy*, and that Mr. Bauer had run up a $40,000 bill and took all the couple's savings.

According to Kim Barry, their case is similar to mine in that they sued their former lawyer for wrongdoing. Kim says Mr. Bauer is milking his client, churning fees, and not getting results. Kim emailed me stating, *Bauer. He definitely fails to "move a case forward", I think he tries to rack up a bill*. Bauer did the same with me too. The record in my case shows Mr. Bauer's lack of competence & lack of diligence angered Judge Barton. The public needs protection from Bauer.

Finally, it appears Mr. Bauer may be collaborating with Mr. Rodems and Mr. Castagliuolo in a pattern of racketeering activity to undermine the following Bar complaints and obstruct justice:

Eugene P Castagliuolo, File No. 2013-10,162 (6D)
Ryan Christopher Rodems, File No. 2013-10,271 (13E)

Mr. Castagliuolo even provided copies of his filings and responses to the Florida Bar in the above captioned complaint to Mr. Bauer and Mr. Rodems, as indicated by the abbreviation "cc:" preceding their names, suggesting this racketeering activity is currently ongoing.

[1] Mr. Bauer charged me $31,863 in legal fees. Much of the money was wasted or not productive, including costs to re-litigate matters previously decided res judicata, and $5,600 in travel time. Also, Bauer never filed the amended complaint he promised. $19,212 was paid to Bauer from my Social Security disability benefits or borrowed on credit cards or other loans. $12,650 remains unpaid and subject to an improper attorney charging lien.

Representation Timeline of Robert W. Bauer

- February 26, 2007. Referral to Mr. Bauer for libel by the Florida Bar LRS Referral Service.
- March 1, 2007. Initial $25 LRS consultation with Mr. Bauer at his office.
- March 8, 2007. Paid Mr. Bauer $3,000 on credit card to review my pro se lawsuit 05-CA-7205.
- April 2, 2007. Notice of Appearance by Mr. Bauer in 05-CA-7205, Hillsborough Co., FL.
- April 24, 2007. Mr. Bauer and I executed an hourly fee contract ($250 per hour).
- March 31, 2008. Mr. Bauer proposed new representation contract with higher costs; declined.
- October 13, 2008. Mr. Bauer moved to withdrawal in 05-CA-7205; granted Oct-09-2009.
- October 13, 2008. Mr. Bauer moved to withdrawal in 2D08-2224; DENIED Oct-30-2008.
- October 27, 2008. Submitted my ADA disability request to Mr. Bauer; no response/refused.
- October 30, 2008. Order in 2D08-2224, Bauer's motion to withdraw as counsel DENIED.
- Mach 9, 2009. Mr. Bauer submitted but did not sign a contingent fee agreement; declined.
- Mach 9, 2009. Mr. Bauer demanded I sign settlement agreement for his malpractice; declined.
- May 14, 2009. My proposed contingent fee agreement to Mr. Bauer; no response/refused.
- May 14, 2009. My proposed settlement agreement to Mr. Bauer; no response/refused.
- October 1, 2009. Hearing on Motion to Withdrawal, 05-CA-7205, granted on my consent.
- October 9, 2009. Order Granting Motion To Withdrawal As Counsel, 05-CA-7205.
- November 23, 2009. Mr. Bauer advised of $12,650 charging lien; $19,212 was paid to Bauer.
- October 23, 2012. Karen Kelly advised Mr. Bauer has not paid his 12% LRS fee; $2,305.49.

II. Previous Complaint Against Robert W. Bauer, 2011-00,073 (8B)

Previously I made complaint no. 2011-00,073 (8B) against Mr. Bauer that was closed March 18, 2011 when James N. Watson, Jr., Chief Branch Discipline Counsel, issued a Letter Report Pursuant to Rule 3-7.4(k) of No Probable Cause Finding. The letter stated: (Exhibit 1).

> Pursuant to Rule 3-7.4(k), this document serves as a Letter Report of No Probable Cause Finding. On the basis of a diligent and impartial analysis of all the information available, on March 15, 2011, the grievance committee found no probable cause for further disciplinary proceedings in this matter. The membership of the committee is made up of both attorneys and non-attorneys. This case is now closed.
>
> Because the Bar only has the authority to address questions of ethics, the committee could not address any legal issues about which you may feel concerned. If you have further concerns about what your legal remedies may be, you must consult with legal counsel of your choice. The Florida Bar is unable to provide legal advice in this respect.

Mr. Watson's Letter Report failed to comply with Rule 3-7.4(k) because it did not explain why the complaint did not warrant further proceedings. Also, the Letter Report failed to include any documentation explaining why the complaint did not warrant further proceedings. Mr. Watson forwarded the matter for review to Carl Schwait[2], Designated Reviewer, who deferred to the finding of the grievance committee by letter June 27, 2011. (Exhibit 2). Mr. Schwait replied: "After comprehensively reading all documents in my possession in reference to the above styled complaint, I have determined that I wish to defer to the finding of the grievance committee."

Mr. Schwait did not respond to my letter dated July 31, 2011 (Exhibit 3) requesting he comply with Rule 3-7.4(k) and explain why the complaint did not warrant further proceedings. Mr. Schwait did not respond to my assertion that I made meritorious complaints to the Florida Bar against lawyers guilty of multiple breaches of the Bar's Rules, which complaints the Bar has failed to honestly adjudicate. Mr. Bauer, a referral from the Florida Bar LRS, determined that my former lawyer Mr. Cook of Barker, Rodems & Cook, P.A. was "a slimy attorney". Mr. Bauer said "the jury would love to punish a slimy attorney". (Transcript, Mar-29-2007, p.29, line 17).

Mr. Schwait did not respond to my accusation that Mr. Rodems improperly submitted a thirteen page diatribe to the Bar in Mr. Bauer's defense that was a false and misleading, and a palpable conflict of interest, since he is a partner with Mr. Cook at Barker, Rodems & Cook, P.A. The information provided by Mr. Rodems, then incorporated by reference into Mr. Bauer's response, resulted in new breaches of the ethics rules, including:

> Rule 4-8.4(c), conduct involving dishonesty, fraud, deceit, and misrepresentation.
> Rule 4-8.4(d), conduct prejudicial to the administration of justice.

The Florida Supreme Court has delegated to the Florida Bar the function of disciplining its members. The Supreme Court and the Bar have a fiduciary duty to protect members of the public harmed by the unethical practice of law and lawyers. The Florida Bar unfortunately is being operated, and demonstrably so, in a fashion as to protect itself and bad lawyers rather than the public. For example, the Florida Bar's claim that the grievance committee is its "grand jury" is profoundly misleading as set forth in my April 11, 2011 email to Mr. Watson. (Exhibit 4).

Brian S. Kramer was assigned November 15, 2010 as the Investigating Member in my complaint against Mr. Bauer. In March 2011 I provided Mr. Kramer more allegations of misconduct against Mr. Bauer. Mr. Kramer responded by email March 14, 2011 at 8:12 a.m.: (Exhibit 5).

> I have received a letter from you essentially asking to add additional grounds to your complaint against Mr. Bauer. Please be advised that this is not a proper procedure to allege additional complaints against Mr. Bauer. To do so, you must direct your complaints to the Florida Bar, not to the Grievance Committee, or to the investigating member. There is a well defined process or review that every complaint goes through prior to being assigned to a committee. It is not unusual that multiple complaints will be made by one individual against a particular lawyer. However, each complaint must be reviewed and the notice requirements of due process followed in order to the complaint to be properly placed against a lawyer. Please direct all additional complaints about Mr.

[2] Carl Schwait is a member of the Bar's Board of Governors, and managing partner of the Dell Graham law firm.

Bauer's conduct to the Bar. Directing them to me or to the Committee will not result in discipline against Mr. Bauer. Please let me know if you have any questions. Thank you.

In view of the foregoing, and the failure of Mr. Watson's Letter Report to explain in compliance with Rule 3-7.4(k) why the complaint did not warrant further proceedings, it appears that my complaint was deficient. The Letter Report shows no consideration of, or adjudication of, any violation of the Rules of Professional Conduct. Therefore the proceedings in file no. 2011-00,073(8B) did not make a res judicata consideration of a breach of the Rules by Mr. Bauer.

New Allegations Against Robert W. Bauer

Limited by the Bar's prohibition on submitting more than 25 pages.

A lawyer should not accept representation unless it can be competently and promptly completed.

III. Mr. Bauer has Refused to Return My Case File - Time is of the Essence

Rule 4-1.16(d) Protection of Client's Interest

A lawyer must take all reasonable steps to mitigate the consequences of withdrawal to the client.

Justice Thomas granted my Rule 13.5 Application to extend time to file until December 10, 2012 a petition for writ of certiorari to the U.S. Supreme Court in C.A.11 cases 12-11028 and 12-11213. (Exhibit 6). Mr. Bauer and his firm are Defendants in each case. I need the file to prepare my petition. Mr. Bauer has refused to return my file for several years on the basis of an improper charging lien of $12,650. By letter September 19, 2012 to Mr. Bauer's counsel, I demanded return of my file from Catherine B. Chapman. (Exhibit 7). Ms. Chapman did not respond.

In my letter dated September 19, 2012 to Ms. Chapman, I responded to Mr. Bauer's letter dated August 24, 2012 that stated, "If you wish to contact me at the number listed above I would be happy to discuss resolving the lien in manner that is acceptable to all parties.". That offer is rejected. If Ms. Chapman or Mr. Bauer want to discuss a proposed resolution, I requested they respond with a written proposal. I also reject Mr. Bauer's offer made by email August 27, 2012, that stated, "Mr. Gillespie is free to contact me on an unrecorded line and I will be happy to speak with him." Again, if Mr. Bauer has something substantive to say, I request he submit his offer or thoughts in a letter. I believe this is a reasonable step under Rule 4-1.16(b).

All calls on my home office business telephone extension are recorded for quality assurance purposes pursuant to the business use exemption of Florida Statutes chapter 934, specifically section 934.02(4)(a)(1) and the holding of Royal Health Care Servs., Inc. v. Jefferson-Pilot Life Ins. Co., 924 F.2d 215 (11th Cir. 1991). There are no exceptions to this policy for Mr. Bauer.

IV. Misconduct & RICO Activity Undermine Bar Complaints, Civil Litigation

Rule 4-8.4(c), conduct involving dishonesty, fraud, deceit, and misrepresentation.
Rule 4-8.4(d), conduct prejudicial to the administration of justice.
Rule 4-8.3(a), reporting misconduct of other lawyers.

Crimes and misconduct by the lawyers at Barker, Rodems & Cook, P.A. form the basis of all my Bar complaints, and involve 20 related civil lawsuits and legal proceedings. A list is found at Exhibit 8. Mr. Bauer and Mr. Rodems engaged in a pattern of racketeering activity to subvert or undermine my initial complaint against Bauer, file no. 2011-00,073 (8B).

While the Florida Bar does not have jurisdiction to consider civil or criminal violations of RICO, the Racketeering, Influenced and Corrupt Organizations Act, 18 U.S.C. Sec. 1961-68, it does have jurisdiction and a duty to investigate related breaches of the Rules of Professional Conduct, Rules 4-8.4(c), 4-8.4(d), and 4-8.3(a), breaches of duty that facilitate the RICO activity.

Mr. Rodems and Mr. Bauer engaged in a pattern of RICO activity in violation of Rules 4-8.4(c), 4-8.4(d), and Rule 4-8.3(a), to improperly force a settlement in my federal Civil Rights and ADA disability lawsuit, commenced in U.S. District Court, M.D.Fla., case no. 5:10-cv-00503, to which Mr. Bauer and his firm are Defendants. The case will soon to be submitted as a petition for writ of certiorari to the U.S. Supreme Court in C.A.11 cases 12-11028 and 12-11213.

On June 21, 2011 Mr. Rodems improperly obtained for Mr. Bauer's benefit a settlement from me during a coercive confinement at the Edgecomb Courthouse in Tampa, held without disability accommodation. This is from ¶5, Florida Supreme Court petition SC11-1622, January 9, 2012:

> 5. At the direction of Judge Arnold I voluntarily appeared June 21, 2011 for a deposition at the Edgecomb Courthouse in Tampa to purge the contempt and rescind the arrest warrant, but that turned out to be a trap to force a walk-away settlement agreement in the lawsuits. Upon my arrival at the courthouse, I was taken into custody and involuntarily confined by two Hillsborough County Sheriff's Deputies, Deputy Randy Olding and Deputy Larry Berg. I was denied accommodation under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and the Federal Protection and Advocacy for Mentally Ill Individuals Act, 42 U.S.C. 10801 et seq. After being held in custody during the deposition for over four (4) hours without a lunch break, or the usual mid-day meal provided to a prisoner, I became confused and disoriented. The record (A.4.1.125) shows that I was so impaired that I could not make a decision to sign the agreement. My counsel Eugene Castagliuolo (A.7), whom I hired from Craigslist a couple weeks earlier, made the decision to settle because "judges have mud on their shoes". I signed the agreement while confused and in a diminished state. Castagliuolo disobeyed my prior written and verbal instructions not to accept a walk-away settlement agreement. Once I was released from custody and had a meal, I realized the settlement was a mistake and promptly disaffirmed the agreement by written notice to Mr. Rodems, Mr. Castagliuolo and Major James Livingston of the Hillsborough County Sheriff's Office. (A.2.1.2-3).

It appeared that the settlement resolved the $12,650 charging lien used by Mr. Bauer to hold my case file. Mr. Bauer said no. Bauer sent me a letter dated August 24, 2012 stating that Rodems' "Settlement Agreement and General Mutual Release" of June 21, 2011 does not bind him, it binds me. Mr. Bauer's letter appears at Exhibit 17. This is the operative quote:

> Mr. Rodem's (sic) release dated June 21, 2011 does not have any legal effect on the amount of money that is owed to this firm. Further, it does not bind this firm in any way. I (sic) does bind you - but not us.

I was shocked by Mr. Bauer's statement, as Mr. Castagliuolo made the decision to accept this settlement. I do not understand how a settlement can only bind me. Castagliuolo never explained this to me. I believe this is further evidence that Mr. Castagliuolo worked against my interest, and engaged in a pattern of RICO activity with Mr. Bauer and Mr. Rodems to undermine my Bar

complaints, and civil litigation, through an ongoing pattern of misconduct in violation of Rules 4-8.4(c), 4-8.4(d), and 4-8.3(a), breaches of duty that facilitate the RICO activity.

Mr. Bauer and Mr. Rodems also engaged in an earlier pattern of misconduct in violation of Rules 4-8.4(c), 4-8.4(d), and 4-8.3(a), breaches of duty that facilitate RICO activity, as follows:

In a letter to Florida Gov. Charlie Crist dated January 4, 2010 (Exhibit 9) Mr. Bauer endorsed Mr. Rodems for judge and praised him as "honorable and professional". This is impeached by Bauer's statement to me that Rodems mislead Judge Barton during a hearing October 30, 2007.

Transcript, my telephone call with Mr. Bauer, February 9, 2009, page 11

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11 MR. BAUER:...[I] think it clearly puts
12 before the Court the mistake or perjury, whichever
13 the Court determines that they wish to interpret as
14 Mr. Rodems misleading the Court when he said that
15 certain things were present that weren't. If you
16 read those motions I clearly said that in there.
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Mr. Bauer is referring to Rodems' false statement to the Court that I signed a representation agreement; I did not. An attorney who mislead the Court is not "honorable and professional". First, Mr. Bauer had a duty under Rule 4-8.3(a) to report Mr. Rodems' misconduct to the Bar.

Second, Mr. Bauer's letter is evidence of a pattern of RICO activity in breach of the Rules of Professional Conduct, Rules 4-8.4(c), 4-8.4(d), and 4-8.3(a), intended to undermine Bar complaints. In a quid pro quo, Mr. Bauer provided a letter to Gov. Crist supporting Mr. Rodems for judge, a nomination to which I objected to by letter to Gov. Crist. In return, Mr. Rodems provided the Bar a letter in support of Mr. Bauer in my complaint against Bauer. Mr. Rodems' letter was essentially a 13 page diatribe of false and misleading statements to obstruct justice.

On July 16, 2007, Mr. Bauer filed on my behalf Plaintiff's Motion For Rehearing of an order granting Mr. Rodems judgment on the pleadings. In it Mr. Bauer alleged Mr. Rodems mislead the court as described in ¶¶2-4. (Exhibit 20).

> 2. Plaintiff moves for rehearing on the grounds that the Court's judgment was based on the Defendants' representations that there was a signed attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
>
> 3. Defendants have not produced a signed copy of the attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
>
> 4. Defendants have only produced a signed copy of the attorney fee agreement between Alpert, Barker, Rodems, Ferrentino & Cook and the Plaintiff...

Plaintiff's Motion For Rehearing was signed by attorney Tanya M. Bell (nee Uhl) ID No. 52924, for the Law Office of Robert W. Bauer, PA. Mr. Bauer has apparently disavowed this motion, according to his response to TFB dated August 18, 2010. But Ms. Bell confirmed to me in a letter dated August 5, 2010 (Exhibit 21) that Bauer made a direct request that she sign the pleading. Ms. Bell left the Bauer law firm shortly after this motion was submitted.

During a hearing August 14, 2008 before Judge Marva Crenshaw, Mr. Bauer accused Rodems of not working in a professional manner. An attorney who does not work in a professional manner is, by definition, not "honorable and professional".

Transcript, page 16, beginning at line 24

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24 [MR. BAUER] Mr. Rodems has, you know, decided to take a full
25 nuclear blast approach instead of us trying to work
1 this out in a professional manner. It is my
2 mistake for sitting back and giving him the
3 opportunity to take this full blast attack.
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Mr. Bauer refused to permit me to attend or testify at hearings in my case because Mr. Rodems would knowingly make comments to prod me "for no better purpose than to anger you". Bauer wrote me this email July 8, 2008 at 6.05 p.m. stating in part:

> "No - I do not wish for you to attend hearings. I am concerned that you will not be able to properly deal with any of Mr. Rodems comments and you will enflame the situation. I am sure that he makes them for no better purpose than to anger you. I believe it is best to keep you away from him and not allow him to prod you."

An attorney who knowingly prods me with comments to anger and inflame me, and deny me access to court in my case, is not an "honorable and professional" attorney suitable for judge.

Finally, Mr. Bauer determined that Mr. Cook was "a slimy attorney" for defrauding me in the settlement of the Amscot case. If Mr. Cook was "a slimy attorney", then Mr. Rodems was a slimy attorney too. Partners engaged in the practice of law are each responsible for the fraud or negligence of another partner when the later acts within the scope of the ordinary business of an attorney. Smyrna Developers, Inc. v. Bornstein, 177 So.2d 16 (2dDCA, 1965). Mr. Rodems' misleading legal arguments in defense of his partner and firm created new ethics breaches, see my complaint against Mr. Rodems, File No. 2013-10,271 (13E).

Mr. Castagliuolo admitted August 30, 2012 in a written response to Theodore P. Littlewood Jr., Bar Counsel in TFB File No. 2013-10,162 (6D), that Mr. Rodems made an unsolicited offer to Castagliuolo to assist him in any future Bar grievance from me. From page 3, ¶1:

> "My opposing counsel at Gillespie's deposition was Ryan Christopher "Chris" Rodems. Chris once remarked to me, unsolicited, that he would be happy to speak to The Florida Bar on my behalf if Gillespie grieved me the way he did Bob Bauer."

This evidence shows how the lawyer discipline process in Florida is subverted and undermined, here by Mr. Rodems, who's misconduct is at the center of this matter, through an ongoing breach of Rules 4-8.4(c), 4-8.4(d), and 4-8.3(a), where lawyer-adversaries conspire to, and engage in, conduct involving dishonesty, fraud, deceit, or misrepresentation, to obstruct justice and mislead the Bar or its tribunal, to avoid discipline well in advance of any Bar complaint. This activity raises an immediate conflict between the lawyer-adversaries and the lawyer representing the client. If the misconduct is not reported as required under Rule 4-8.3(a), the client is not being represented in a zealous, competent or diligent manner because the lawyer has a conflict with his client created by the offer of assistance from opposing counsel in any future Bar complaint.

V. Statement of the AMSCOT Case

Closing Statement Fraud - Breach of Bar Rule 4-1.5(f)(5)

My former attorney William J. Cook prepared and signed a fraudulent **Closing Statement** while representing me in the settlement of Eugene R. Clement, Gay Ann Blomefield, and Neil Gillespie v. AMSCOT Corporation, Case No. 01-14761-AA, U.S. 11th Circuit Court of Appeals, in violation of Fla. Bar Rule 4-1.5(f)(5). Mr. Cook and Barker, Rodems & Cook, P.A. ("BRC") represented me and the 2 other plaintiffs in litigation against AMSCOT Corporation ("Amscot" or "AMSCOT"), a failed class action lawsuit over "payday loans". BRC was a successor firm and substitute counsel to Mr. Cook's previous firm, Alpert, Barker, Rodems, Ferrentino & Cook, P.A.[3] ("Alpert firm") which commenced and litigated the Amscot lawsuit for one year.

The contingent fee agreement between me and Mr. Cook and BRC in the Amscot lawsuit was not signed by any of the parties, in violation of Fla. Bar Rule 4-1.5(f)(2). The only signed contingent fee agreement is with me, Mr. Cook, and the Alpert firm, which firm closed[4].

This case boils down to the veracity of a single sentence on the Closing Statement (Exhibit 10) prepared and signed by Mr. Cook for BRC as of October 31, 2001. The sentence states:

> "In signing this closing statement, I acknowledge that AMSCOT Corporation separately paid my attorneys $50,000.00 to compensate my attorneys for their claim against AMSCOT for court-awarded fees and costs."

This sentence was later determined false. The Closing Statement is a fraud. There were no court-awarded fees of $50,000 to Mr. Cook or BRC. The Closing Statement itself is evidence of fraud by Mr. Cook and BRC against me and the other two clients in the AMSCOT case.

As a matter of law it was impossible to have the court-awarded fees claimed by Mr. Cook and BRC on the Closing Statement, because the federal trial court Order (Doc. 116) entered August 1, 2001 by U.S. District Judge Richard A. Lazzara dismissed those claims with prejudice in Clement, Blomefield and Gillespie v. AMSCOT Corporation, case no. 99-2795-CIV-T-26C, U.S. District Court, M.D.Fla., Tampa Division. The Court found that all of the transactions in this action occurred before the effective date of the applicable law, 65 Fed. Reg. 17129, Regulation Z, promulgated pursuant to the TILA, the Truth-in-Lending Act. Judge Lazzara held:

> After considering the arguments made and all the authorities now before it, the Court finds that count I fails to allege a claim for relief under the TILA[5]. Moreover, any attempt at stating a claim under the TILA would be futile. Having reached this conclusion, the motion for class certification is now moot. (Doc. 116, pp. 3-4)

PACER, Case 8:99-cv-02795-RAL Document 116 Filed 08/01/01 Page 1 of 18 PageID 1340.

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[3] The Alpert firm also represented me in a payday loan case against ACE Cash Express, and other matters. Mr. Cook and BRC later represented me in the ACE Cash Express lawsuit as substitute counsel, and other matters.

[4] The facts surrounding the closure of Alpert firm, and the formation of BRC, were outrageous, and likely created a separate set of ethics violations for Mr. Cook and his BRC partners, *see* Plaintiff's First Amended Complaint, filed *pro se* May 5, 2010 in 05-CA-7205, *and* Emergency Motion to Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA, July 9, 2010, 05-CA-7205.

[5] As to the remaining two state-law claims for usury and violations of Florida's Deceptive and Unfair Trade Practices Act (FDUTPA), the Court finds it inappropriate to exercise its pendent jurisdiction.

The Closing Statement prepared and signed by Mr. Cook for BRC as of October 31, 2001 failed to disclose or itemize $3,580.67 in costs and expenses, and failed to reflect $2,544.79 paid to attorney Jonathan L. Alpert. Mr. Cook's failure to disclose or itemize a total of $6,125.45 in expenses under Rule 4-1.5(f)(5) was done in furtherance of his fraud against his clients.

> Fla. Bar Rule 4-1.5(f)(5). In the event there is a recovery, upon the conclusion of the representation, the lawyer shall prepare a closing statement reflecting an itemization of all costs and expenses, together with the amount of fee received by each participating lawyer or law firm. A copy of the closing statement shall be executed by all participating lawyers, as well as the client, and each shall receive a copy. Each participating lawyer shall retain a copy of the written fee contract and closing statement for 6 years after execution of the closing statement. Any contingent fee contract and closing statement shall be available for inspection at reasonable times by the client, by any other person upon judicial order, or by the appropriate disciplinary agency.

Mr. Cook maintains he was not required to disclose or itemize under Rule 4-1.5(f)(5) costs of $3,580.67, or show $2,544.79 paid to Mr. Alpert, because "AMSCOT Corporation separately paid my attorneys $50,000.00 to compensate my attorneys for their claim against AMSCOT for court-awarded fees and costs." But the "claim" to $50,000.00 for "court-awarded fees and costs" was later determined false. There was no "claim" to $50,000 for "court-awarded fees and costs."

Mr. Bauer outlined this fraud to Judge Barton October 30, 2007 during a hearing for judgment on the pleadings: (Transcript, October 30, 2007, pp.39-40)

> 22 [MR. BAUER] Another issue to point out the fact this is for
> 23 their claim of court-awarded attorney's fees, there
> 24 was no claim. The claim had already been determined
> 25 by the court, denied. It didn't exist any more.
> 1 [MR. BAUER] Yes, there was an appeal outstanding, but that
> 2 doesn't resurrect any claim. The only thing that's
> 3 going to resurrect a claim is an overruling by the
> 4 appellate court. A claim no longer exist once it's
> 5 been denied, even if it's on appeal. So in
> 6 asserting there existed a claim for attorney's fees
> 7 is false. It - it's not there.

Mr. Cook's *Closing Statement Fraud* was a trick to evade the terms of an (unsigned) contingent fee agreement, and payment to me of $9,143, my lawful share of the $56,000 total recovery. Instead, Mr. Cook and BRC paid me $2,000. Likewise with the other two plaintiffs, Mr. Clement and Ms. Blomefield. Mr. Cook's fraud resulted in $21,431.03 unjust enrichment for him and BRC. Mr. Cook and BRC took over 90% of the Amscot total recovery for themselves through fraud against their clients. Mr. Bauer noted it was against the Rules to enforce an oral agreement:

> Transcript, telephone call, March 29, 2007, page 16:
>
> 2 MR. BAUER: The way that I'm looking at this
> 3 is that they either are entitled to nothing because
> 4 they are attempting to enforce an oral contingency
> 5 fee agreement, which is against the Professional
> 6 Code of Ethics, or they should be entitled to
> 7 45 percent of 56,000.

Mr. Bauer was referring to the 45% contingency fee provided by Rule 4-1.5(f)(4)(B)(i). Mr. Bauer also knew Plaintiff's Motion for Summary Judgment was filed but not yet heard.

Transcript, telephone call, March 29, 2007, pages 16-17:

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23 MR. GILLESPIE: Yes, that's what I argued in
24 my summary judgment. And that might be a good
25 place if you want to review sort of the chain of
1 documents and everything.
2 MR. BAUER: Your summary judgment has not been
3 heard, correct?
4 MR. GILLESPIE: That's correct.
5 MR. BAUER: Okay.
```

VI. Statement of the Case, August 11, 2005 through January 13, 2006

Gillespie v. Barker, Rodems & Cook (BRC), 05-CA-7205

Res Judicata Established - Pro Se - Order entered January 13, 2006

On August 11, 2005 I sued Mr. Cook and BRC by filing a pro se Complaint to recover $6,224.78[6] stolen by them from my settlement in the Amscot case, Gillespie v. Barker Rodems & Cook, PA, et al., case no. 05-CA-7205. Ryan Christopher Rodems represented his partner and law firm against me, and later countersued me for libel.

Mr. Rodems argued that the "claim" for $50,000 in "court-awarded fees and costs" actually referred to a fee-shifting provision of the TILA. In fact, the $50,000 "claim against AMSCOT for court-awarded fees and costs" is a fraud, a misleading legal argument by Mr. Rodems to the Court. There were no attorneys fees awarded under the TILA in this case. None. There was no possibility of an awarded of attorneys fees under the TILA in this case because the trial court Order entered August 1, 2001 by Judge Lazzara dismissed the TILA claims with prejudice.

PLEADINGS AND LEGAL ARGUMENTS CONSIDERED BY JUDGE NIELSEN

Order On Defendants' Motion To Dismiss And Strike, January 13, 2006

Res Judicata Ruling - Rodems Claims and Contentions Not Meritorious

Appearing pro se, I prevailed on Mr. Rodems' motion to dismiss and strike, when Judge Richard Nielsen entered Order On Defendants' Motion To Dismiss And Strike, January 13, 2006. (Exhibit 11). Judge Nielsen rejected Rodems' misleading legal argument, a false "claim" of $50,000 in "court-awarded fees and costs". Under the legal doctrine of res judicata, Mr. Rodems was precluded from ever again asserting a "claim" for $50,000 in "court-awarded fees and costs" in this matter, a claim or contention rejected by the Court as not meritorious. (Rule 4-3.1)

Judge Nielsen's Order On Defendants' Motion To Dismiss And Strike (Exhibit 11) referenced the following pleadings, which are listed here showing the most relevant legal arguments:

- Defendant's Motion to Dismiss and Strike, a 2 page pleading, August 29, 2005 (Exhibit 12)
- Plaintiffs Rebuttal to Defendant's Motion to Dismiss and Strike, 16 pages (Exhibit 13), with Notice of Service of 42 pages of case law (Exhibit 14), submitted October 7, 2005 after

[6] Florida attorney Seldon J. Childers later determined that the amount stolen was $7,143.68, see Plaintiff's First Amended Complaint, filed pro se May 5, 2010 with knowledge of Judge Barton.

receipt of Mr. Rodems' caselaw. Because Rodems failed to coordinate the time and date of the hearing with me, Judge Nielsen allowed me to attend the hearing telephonically, since I reside about 100 miles from the court. Rodems unilaterally set an early 10:30 a.m. time for the hearing September 26, 2005. Judge Nielsen concluded the hearing unfinished, and directed Rodems to provide me copies of his case law by mail, since Rodems failed to provide me the cases beforehand. Since I appeared telephonically, I could not see the cases Rodems presented. Therefore the Court allowed me to respond in writing.

My rebuttal stated that the Defendants owed me and breached a fiduciary duty, that this action was originally filed in 1999 by another firm, Alpert, Barker, Rodems, Ferrentino & Cook, PA, which also represented me in other lawsuits, that during the Alpert representation the Defendants formed in secret a new firm, Barker, Rodems & Cook, and conspired to take clients from the Alpert firm, and engaged in a long list of misconduct to hijack the case for their own benefit, including, "Defendants also created a phony Closing Statement falsely reflecting $50,000 in court-awarded attorney's fees and costs. (p. 6). "Notwithstanding that the Closing Statement is a sham, the statement did not reflect an itemization of all costs and expenses, together with the amount of the fee received by each participating lawyer or law firm.(p.7). The rebuttal also notes Mr. Rodems' testimony at the hearing September 26, 2005 admitting no signed contingent fee contract:

> 3(a)(i) In his argument, Mr. Rodems referred to Plaintiff's Exhibit 1 of the Complaint, the Representation Contract, and stated that the contract was not signed, but that he would accept the contract as if it were signed. Mr. Rodems contradicts the very rule he asks this Court to honor. The Representation Contract is not signed because the parties never executed the contract. If the plain language of this document controls, then the document is not executed. Mr. Rodems appears to mislead the Court about this fact.

- Defendant's Reply to Plaintiffs Rebuttal to Defendant's Motion to Dismiss and Strike, a seven (7) page pleading submitted October 10, 2005. (Exhibit 15). In this pleading Rodems admitted on page 5, for the first time, how the fraud of Mr. Cook and BRC actually worked:

> So, when Mr. Gillespie signed the Closing Statement, Gillespie knew the $50,000 payment by Amscot to BRC was for the claim against Amscot for court-awarded fees, not for an award of fees.

- Plaintiff's Second Rebuttal to Defendant's Motion to Dismiss and Strike, a two (2) page pleading submitted October 31, 2005 (Exhibit 16), framed this case in two paragraphs:

> 1. Defendants' central argument implodes on page 5 of its Reply dated October 10, 2005, paragraph 3 b. ii. Here Defendants argue that the $50,000 is for a claim for court-awarded fees, and not an actual fee award. This begs the question - without an actual court-awarded fee, there is no claim for a court-awarded fee. Because Defendants did not prevail in court, they cannot rely on a statutory claim for court-awarded fees, because there is none. This is how Defendants created the impression that the Appellate Court awarded fees, when in fact the it ruled that the parties bear their own costs and attorney's fees. This is Defendants' fraud on its own clients. Fraud is an exemption to the parole evidence rule, blocking Defendants reliance on Franz Tractor v. Case, 566 So. 2d 524.

> 2. Defendants breached their fiduciary duty to Plaintiff. It is long established that the relationship between an attorney and his client is one of the most important, as well as the most sacred, known to the law. The responsibility of an attorney to place his client's interest ahead of his own in dealings with matters upon which the attorney is employed is at the foundation of our legal system. (Deal v. Migoski, 122 So. 2d 415). It is a fiduciary relationship involving the highest degree of truth and confidence, and an attorney is under a duty, at all times, to represent his client and handle his client's affairs with the utmost degree of honesty, forthrightness, loyalty, and fidelity. (Gerlach v. Donnelly, 98 So. 2d 493). Defendant Cook failed to report John Anthony's $5,000 "improper payoff attempt" to the Florida Bar, even though Cook believed that "the Florida Bar would likely prohibit such an agreement." Instead, Defendants jumped into bed with Amscot's lawyer to collected $50,000. Even though Defendants argue that the $50,000 is for attorney's fees, they refuse to account for the fee, or provide a method for determining the fee.

Mr. Rodems at this point also had personal responsibility, because partners engaged in the practice of law are each responsible for the fraud or negligence of another partner when the later acts within the scope of the ordinary business of an attorney. Smyrna Developers, Inc. v. Bornstein, 177 So.2d 16 (2dDCA, 1965). Mr. Rodems himself now had an actual conflict.

VII. Mr. Rodems' False Affidavit - Disrupted Tribunal - Strategic Advantage

After Judge Nielsen rejected Mr. Rodems' misleading legal argument, his "claim" for $50,000 in "court-awarded fees and costs", this case was essentially decided in my favor. In response to certain defeat, Mr. Rodems filed a vexatious libel counterclaim. Mr. Rodems also disrupted the tribunal for strategic advantage. On March 6, 2006 Mr. Rodems submitted to the Court an affidavit falsely invoking the name of Judge Nielsen in an allegation that was later disproved, a failed stunt that resulted in the recusal of the Judge. This was the beginning of Rodems' "full nuclear blast" litigation later described by Mr. Bauer. As a result, February 7, 2007 I took a voluntary dismissal without prejudice. I moved to withdrawal my voluntary dismissal a week later in the hopes of finding counsel. Judge Barton granted my pro se motion to withdrawal my voluntary dismissal August 15, 2007, which was affirmed on appeal in 2D07-4530.

VIII. Mr. Bauer - Not Competent (Rule 4-1.1) - Not Diligent (Rule 4-1.3)

A lawyer should not accept representation unless it can be competently and promptly completed.

Res Judicata Established - Pro Se - Order entered January 13, 2006

The Florida Bar Lawyer Referral Service (LRS) referred, and I retained, Mr. Bauer for the practice area of law of libel and slander, to defend the libel counterclaims in Gillespie v. Barker, Rodems & Cook, P.A. et al., case no. 05-CA-7205, Hillsborough Co. Bauer filed an amended answer to the libel counterclaim and nothing else; Bauer did not conduct discovery in the libel counterclaim. Bauer just ignored the counterclaim, which was vexatious litigation. Bauer was not competent (Rule 4-1.1) and not diligent (Rule 4-1.3) in defense of the counterclaim.

Mr. Bauer successfully argued my **pro se motion** to withdrawal my voluntary dismissal, drafted and filed before I ever knew or heard of Robert Bauer. Otherwise Mr. Bauer was not competent (Rule 4-1.1) and not diligent (Rule 4-1.3) in litigating my claims. The transcripts show Mr Bauer

angered Judge Barton due to his incompetence and delay. Bauer even risked my incarceration when he failed to prepare for a contempt hearing. Mr. Bauer was wrong to anger Judge Barton.

- Mr. Bauer was not competent and not diligent in failing to litigate Plaintiff's Motion for Summary Judgment filed April 26, 2006 with Affidavit in Support, based on the Court's Order On Defendants' Motion To Dismiss And Strike entered January 13, 2006 that established a cause of action for Fraud and Breach of Contract, and rejected Mr. Rodems' misleading legal argument that his firm was entitled to a "claim" of $50,000 in "court-awarded fees and costs".

- Mr. Bauer was not competent and not diligent when he failed to object to re-litigation of matters already decided res judicata by Judge Nielsen's Order On Defendants' Motion To Dismiss And Strike entered January 13, 2006, specifically Rodems' false "claim" to $50,000 in "court-awarded fees and costs".

- Mr. Bauer was not competent and not diligent for not seeking section 57.105 attorney's fees for Defendants' motion for judgment on the pleadings, and motion for summary judgment, based on Rodems' false "claim" for $50,000 in "court-awarded fees and costs", a misleading legal argument that was rejected by Judge Nielsen's Order January 13, 2006, and precluded from further proceedings under the legal doctrine of res judicata.

- Mr. Bauer was not competent and not diligent when he angered Judge Barton by failing to amend the complaint. A transcript of a hearing October 30, 2007 on Defendants' motion for judgment on the pleadings shows Judge Barton understood the importance of amending the complaint, since this was a hearing for judgment on the pleadings. The record shows several exchanges like this with the Judge: (Transcript, October 30, 2007, pp. 14 & 19 respectively).

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8 THE COURT: So are we on the pro se version of
9 the complaint?
10 MR. BAUER: Yes, Your Honor.
11 THE COURT: How do you feel about that?
12 MR. BAUER: I'd like to amend it and make it
```

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4 [MR. BAUER] I don't see that -- I have been on this case
5 for a whole of six months. I don't think my failure
6 to have amended the complaint in six months is
7 overly egregious considering we have had multiple
8 issues to deal with, the hearings that have been
9 required to come down here, the writ of certiorari
10 that has been filed. I don't think there's been any
11 delay on my part or on the part of my firm.
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- During a hearing on Mr. Bauer's motion to withdrawal October 1, 2009, Judge Barton agreed with me that it was "outrageous" to be using a pro se Complaint after 4 years: (Page 5).

```
16 MR. GILLESPIE: The thing is we're into our fourth
17 year on this case.
18 THE COURT: I understand.
19 MR. GILLESPIE: And we still are working on the
20 Plaintiff's pro se complaint
```

21 THE COURT: Right.
22 MR. GILLESPIE: which is really sort of
23 outrageous.
24 THE COURT: Right....

- Mr. Bauer was not competent and not diligent when he angered Judge Barton again March 20, 2008 when he repeatedly moved to continue a hearing because he was unprepared and failed to have an expert witness appear. (Page 5).

5 THE COURT: So, I mean, we're way down the
6 line here. It's been continued once and if we
7 continue it again, for what, a couple of years?
8 Would that be enough time?

- Mr. Bauer was not competent and not diligent when failed to call me as a witness or otherwise rebut Mr. Rodems' false testimony on behalf of his firm and partner during the improper re-litigation of matters already decided res judicata by Judge Nielsen's Order entered January 13, 2006, specifically Rodems' phony "claim" to $50,000 in "court-awarded fees and costs", and the existence of a signed contingent fee agreement between me and Mr. Cook and Barker, Rodems & Cook, PA in the AMSCOT lawsuit, which was not signed by any party in violation of Bar Rule 4-1.5(f)(2).

- Mr. Bauer was not competent and not diligent when he allowed Rodems to essentially testify during hearings on summary judgment and judgment on the pleadings, even though Judge Nielsen ruled May 12, 2006 that a motion to disqualify Mr. Rodems was not denied with prejudice on the basis that Rodems would be a witness. Mr. Rodems' "representation" in this case is essentially witness testimony.

- Mr. Bauer was not competent and not diligent when he failed to seek ADA disability accommodation to allow me to attend hearings and testify in my case. Mr. Bauer refused to permit me to attend court hearing because he said Mr. Rodems would knowingly make comments to prod me, "for no better purpose than to anger you". Bauer wrote me this in an email July 8, 2008 at 6.05 p.m., stating in part:

> "No - I do not wish for you to attend hearings. I am concerned that you will not be able to properly deal with any of Mr. Rodems comments and you will enflame the situation. I am sure that he makes them for no better purpose than to anger you. I believe it is best to keep you away from him and not allow him to prod you."

Mr. Bauer was informed about my disability from my ADA accommodation requests submitted to the Court February 20, 2007 and March 5, 2007. My ADA documents show I am disabled, that Mr. Rodems knew of my disability from his firm's prior representation of me, and that Rodems was engaged a course of harassing conduct (in violation of Section 784.048(2), Florida Statutes), the Intentional Infliction of Emotional Distress, a tort by Mr. Rodems to injure me by aggravating my existing medical conditions. The ADA document showed that I sought medical treatment and was prescribed Effexor XR to the maximum dosage.

I believe if Mr. Bauer had spent 10 minutes - just 10 minutes - and explained to Judge Barton the nature of Mr. Rodems' criminal conduct relative to my PTSD and other disabilities, and

provided the Court a copy of my ADA motion, which shows Mr. Rodems' harassment, this case would have gone better. But Bauer never informed Judge Barton, as the Court and I discussed:

Transcript, January 26, 2010, page 8.

```
12 [THE COURT]if you are saying your disability, which is yet
13 unclear to me, hasn't been dealt with accordingly
14 -- I believe this is the first time we are hearing
15 about this.
16 MR. GILLESPIE: Actually it is not, Your
17 Honor. This information was presented to you when
18 you were a Judge way back on March 5th, 2007,
19 Plaintiff's Amended Accommodation Request under the
20 ADA. What had happened is shortly after that date,
21 Mr. Bauer took the case over and this motion wasn't
22 heard.
```

On August 6, 2012 with leave of the U.S. Court of Appeals, I submitted Amended Motion for Disability Accommodation, showing disqualification of Rodems was required under the ADA.

- On July 1, 2008 Mr. Bauer was not competent and not diligent when he risked my incarceration and failed to sufficiently prepare for a contempt hearing July 1, 2008. Mr. Rodems sought to have me incarcerated after Mr. Bauer failed to inform me about a Fact Information Sheet: Transcript, July 1, 2008, page 5-6.

```
23 MR. RODEMS: That's the point that I was going
24 to make is that that remedy of law may not carry
25 the day depending upon what happens with the
1 remainder of this morning's hearing time, so that's
2 why we sought incarceration...
```

Mr. Bauer wrote this to the Bar in his response August 18, 2010: "Because my staff was removed from his case, they did not follow our standard operating procedures in regards to Mr. Gillespie's documents. As such, he was not provided with the Fact Information Sheet required to be filled out in connection with the Final Judgment ordered against him on March 27, 2008. This was an oversight for which I apologized to Mr. Gillespie, opposing counsel, and the Court in the letter dated July 24, 2008." A copy of Mr. Bauer's letter appears at Exhibit 19.

What was Mr. Bauer thinking for the 2 1/2 hour drive from his office in Gainesville, to the Tampa Courthouse? What did Mr. Bauer plan to tell Judge Barton if a warrant for my arrest was issued? **Why did Mr. Bauer fail to call me on his cell phone, on the long drive to Tampa, and ask me about the Fact Information Sheet?** It seems like Mr. Bauer wanted me to fire him.

XI. Mr. Bauer Lied to The Florida Bar - His Response August 18, 2010

Rule 4-8.4(c), conduct involving dishonesty, fraud, deceit, and misrepresentation
Rule 4-8.4(d), conduct prejudicial to the administration of justice

Mr. Bauer lied, misrepresented facts, or made misleading legal arguments to the Florida Bar in his response dated August 18, 2010 to my initial complaint, file no. 2011-00,073 (8B), contrary to Rule 4-8.4(c) and Rule 4-8.4(d). Mr. Bauer's response consisted of 24 pages; a 10 page letter, and 14 pages of exhibits. A copy of Mr. Bauer's response is provided at Exhibit 18.

Due to the Bar's prohibition on submitting more than 25 pages, I cannot in this initial complaint fully list and respond to every lie, falsehood, misrepresentation, or misleading legal argument made by Mr. Bauer in his response dated August 18, 2010. Therefore I have listed below fifteen (15) instances of Mr. Bauer's conduct involving misrepresentation, dishonesty, fraud, deceit, and conduct prejudicial to the administration of justice. Seven of the 15 are further discussed below.

1. Mr. Bauer made false statements about my voluntary dismissal, SOL, dismissal w/prejudice.
2. Mr. Bauer mislead the Bar about amending my pro se Complaint.
3. Mr. Bauer made false statements about the disqualification of Mr. Rodems as counsel.
4. Mr. Bauer made false statements, and appears to disavowal, Plaintiff's Motion For Rehearing.
5. Mr. Bauer lied in his statement "Mr. Rodems was at all times cordial and professional."
6. Mr. Bauer made false statements about his appeals court misconduct.
7. Mr. Bauer made false statements about a stay of final judgment.
8. Mr. Bauer made false statements about his withdrawal as counsel, hearing w/Judge Barton.
9. Mr. Bauer made misleading statements about viable claims and a contingency fee agreement.
10. Mr. Bauer made false statements about discovery sought and owed by Mr. Rodems.
11. Mr. Bauer made misleading statements about his 2007 efforts and a "walk-away" settlement.
12. Mr. Bauer made false and misleading statements about the recusal of two judges.
13. Mr. Bauer falsely stated that Amscot involved the "Fair Debt Collections Practice Act".
14. Mr. Bauer lied in his statement that I threatened his office staff.
15. Mr. Bauer made misleading statements about my disability and communication.

1. Mr. Bauer misled the Bar on page 2 of his response August 18, 2010 that the effect of my voluntary dismissal was to dismiss my claims with prejudice because the statute of limitations (SOL) had expired. This is false. My voluntary dismissal had no effect, determined by Order of Judge Barton, sustained on appeal in 2D07-4530 per curiam. SOL was not an issue.

My voluntary dismissal February 7, 2007 was determined to be of no effect. Judge Barton granted **my pro se motion** as set forth in Order Granting Plaintiff's Motion To Withdrawal Plaintiff's Notice of Voluntary Dismissal entered August 31, 2007. (Exhibit 22).
Mr. Bauer successfully argued **my pro se motion**, but Bauer did not draft the motion or file the motion, I did. Judge Barton held as follows in the Order granting **my pro se motion**:

> This action, having come before the Court on Plaintiffs Pro Se Motion to Withdraw Plaintiffs Notice of Voluntary Dismissal, and the Court, having reviewed the file and having heard oral argument from counsel for both sides, finds:
>
> 1. The Pro Se Plaintiff filed his Notice of Voluntary Dismissal on February 7, 2007 prior to retaining his current counsel.
>
> 2. Notices of Voluntary Dismissal cannot be filed pursuant to Rule 1.420 when a counter-claim is pending without first receiving leave of court. Rogers v. Publix Super Markets, Inc., 575 So.2d 214 (Fla. 5th DCA, 1990)
>
> 3. Therefore, the Notice of Voluntary Dismissal was not effective to dismiss the Plaintiffs cause of action.
>
> 4. The Pro Se Plaintiff filed a Motion for an Order of Voluntary Dismissal prior to retaining his current counsel pursuant to Rule 1.420 on February 7, 2007 and such

motion required a court order for it to be effective.

5. On February 15, 2007 the Pro Se Plaintiff filed a Notice of Withdrawal of Voluntary Dismissal.

6. Plaintiffs Motion for an Order of Voluntary Dismissal was ineffective to dismiss the Plaintiffs case.

7. It is further determined that as a matter of law that Plaintiff is not entitled to file a counter counter-complaint[7] in response to Defendant's Counter-Complaint absent a modification of the current rules of civil procedure.

ORDERED: Plaintiffs Notice of Voluntary Dismissal is hereby withdrawn.

Mr. Rodems appealed Judge Barton's Order Granting Plaintiff's Motion To Withdrawal Plaintiff's Notice of Voluntary Dismissal. Rodems lost. The 2dDCA held in 2D07-4530 that my claims were not dismissed, citing Fla.R.Civ.P. 1.420(a)(2), and Rogers v. Publix Super Markets, Inc., 575 So. 2d 214, 215-16 (Fla. 5th DCA 1991) (holding that when counterclaim is pending, plaintiff cannot unilaterally dismiss complaint without order of court). (Exhibit 23)

Mr. Bauer has repeatedly and falsely represented to the Florida Bar that my claims were dismissed with prejudice, and that the SOL had expired, in furtherance of other dishonesty to the Bar, his other responses made August 18, 2010 involving misrepresentation, dishonesty, fraud, deceit, and conduct prejudicial to the administration of justice. In the past I wrote that Mr. Bauer resurrected my claims; I was wrong. My voluntary dismissal was determined to be of no effect.

2. Mr. Bauer mislead the Bar on page 4 of his response August 18, 2010 about amending my original pro se Complaint. The record shows repeated attempts by Judge Barton bring this to the attention of Mr. Bauer, but Bauer refused to motion the Court to amend the Complaint.

Transcript, October 30, 2007, Page 33

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2 THE COURT: Let me ask this: And we are still
3 on this original complaint?
4 MR. BAUER: Yes, Your Honor.
```

Mr. Bauer wrote me a "case status" letter September 5, 2007, "I believe it is necessary at this time to reevaluate the initial complaint and draft an amended complaint to include allegations of malpractice and breach of fiduciary duty." Exhibit 24. Still, Bauer never amended the complaint.

3. Mr. Bauer made a number of false statements to the Bar on page 5 of his response August 18, 2010 about the disqualification of Mr. Rodems as counsel for his firm and partner. Mr. Bauer failed to inform the Bar that Judge Nielsen's Order entered May 12, 2006 allowed for rehearing a motion to disqualify Mr. Rodems on "the basis that counsel may be a witness". (Exhibit 24)

Judge Baron agreed with Judge Nielsen's Order, and suggested during a hearing January 26, 2010 that I make a "renewed motion to disqualify" Mr. Rodems, whose misconduct was the central obstacle in resolving this case. Transcript, January 26, 2010, page 31:

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1 [MR. GILLESPIE]...This is what the Judge wrote: "This
2 motion to disqualify is denied with prejudice
```

[7] This incompetent pleading was drafted and submitted by Mr. Bauer.

except as to the basis that Counsel may be a witness and on that basis the motion is denied without prejudice." Now, for Mr. Rodems being a witness, the nature of this case is essentially he is a perpetual witness. The transcripts show that his representation is essentially on going testimony about factual matters. Many times in the transcripts he is confused. He is saying, Judge, we -- Oh, I don't mean we, I mean I as my attorney for the firm think this about my client, which is actually myself. That confusion is evident in the transcripts over and over again. I really believe he needs to be disqualified because of his ongoing testimony in this matter.
THE COURT: All right. Well, I assume there will be a renewed motion to disqualify that will be filed and then again set for a hearing once we establish our procedure, but we can't do that until we get what I directed you to produce within ten days from Ms. Huffer.

Mr. Bauer also misled the Bar with this statement: “Mr. Gillespie made a motion for rehearing in December of 2006 which was also denied.” The motion for rehearing was tabled by Judge Isom with a referral to law enforcement to investigate Mr. Rodems’ false affidavit to the Court. So Bauer simply lied to the Bar when he wrote the motion for rehearing Dec-2006 was “denied”.

Mr. Bauer further misled the Bar in his statement about allegations in my Bar complaint showing the disqualification of Rodems was required: “These are the same arguments that were made in support of the February 2006 motion and denied.” Mr. Bauer knows this is a false statement, as set forth in ¶¶ 60-61, Emergency Motion to Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA, July 9, 2010:

> 60. A hearing on Plaintiff’s Motion to Disqualify Counsel was held April 25, 2006. Mr. Rodems presented the following case law in support of his position. The cases are largely irrelevant to this matter and set of facts. Rodems failed to disclose to the court legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel....
>
> 61. Mr. Rodems violated FL Bar Rule 4-3.3(c) when he failed to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel, in this instance Gillespie pro se. Rodems failed to disclose McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, or U.S. v. Culp, 934 F.Supp. 394, legal authority directly adverse to the position of his client. McPartland and Culp are just two of a number of cases Rodems failed to disclose, see this motion, and the Table of Cases that accompanies this motion. Counsel has a responsibility to fully inform the court on applicable law whether favorable or adverse to position of client so that the court is better able to make a fair and accurate determination of the matter before it. Newberger v. Newberger, 311 So.2d 176. As evidenced by this motion, legal authority directly adverse to the position of Mr. Rodems and BRC was not disclosed to the court by Rodems.

4. Mr. Bauer made a number of false statements to the Bar on page 3 of his response August 18, 2010 about his failure to present evidence that there was no signed contingent fee agreement.

> Mr. Gillespie also alleges that I "failed to present evidence that there was no signed contingent fee agreement," subsequent to Mr. Rodems' representations that there were. This allegation underscores much of the basis for my motion for withdrawal.

Mr. Bauer is impeached by his motion filed on my behalf July 16, 2008, Plaintiff's Motion For Rehearing of an order granting Mr. Rodems judgment on the pleadings. In it Mr. Bauer alleged Mr. Rodems mislead the court as described in ¶¶2-4. (Exhibit 20).

> 2. Plaintiff moves for rehearing on the grounds that the Court's judgment was based on the Defendants' representations that there was a signed attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
>
> 3. Defendants have not produced a signed copy of the attorney fee agreement between Barker, Rodems & Cook and the Plaintiff.
>
> 4. Defendants have only produced a signed copy of the attorney fee agreement between Alpert, Barker, Rodems, Ferrentino & Cook and the Plaintiff...

Plaintiff's Motion For Rehearing was signed by attorney Tanya M. Bell (nee Uhl) ID No. 52924, for the Law Office of Robert W. Bauer, PA. Mr. Bauer has apparently disavowed this motion, according to his response to on page 5 made August 18, 2010. But Ms. Bell confirmed to me in a letter dated August 5, 2010 (Exhibit 21) that Bauer made a direct request that she sign the pleading. Ms. Bell left the Bauer law firm shortly after this motion was submitted.

5. Mr. Bauer made a boldface lie to the Bar on page 9 of his response August 18, 2010 that "Mr. Rodems was at all times cordial and professional."

> "Mr. Gillespie points to a letter I wrote to Governor Crist endorsing Mr. Rodems for consideration as a judicial nominee....Within the scope of his representation of BRC in this matter, Mr. Rodems conducted himself as an honorable and ethical officer of the court. At no time did I find his behavior to be unethical. Although we were engaged in litigation that was very contentious, and treated me with dignity and respect. I found Mr. Rodems to be a competent and skilled attorney with all of the intangible qualities of character that we look for in members of our profession and hope to find in those seated on the bench. Therefore, I was pleased to write the letter attached to Mr. Gillespie's grievance when asked."

Mr. Bauer's high praise of Mr. Rodems is impeached in this complaint, and in these complaints:

> Ryan Christopher Rodems, File No. 2013-10,271 (13E)
> Eugene P Castagliuolo, File No. 2013-10,162 (6D)

6. Mr. Bauer made false statements to the Bar on page 8 of his response August 18, 2010 in his excuses for not seeking attorneys fees on Rodems' failed appeal in 2D07-4530. Bauer wrote:

> Mr. Rodems' appeal was based on a position supported with legal precedent. While I did prevail, Mr. Rodems' claims were not without merit and certainly did not rise to the level of frivolity sufficient to justify Section 57.105, sanctions against him. Unfortunately, Mr.

> Gillespie made a very large legal blunder in voluntarily dismissing his claims against BRC. Due to this error, I had to take significant steps to reinstate the claims. The statute of limitations had tolled and, but for my actions on his behalf, Mr. Gillespie would have no viable causes of action today.

My voluntary dismissal was determined to be of no effect. Judge Barton granted **my pro se motion** as set forth in Order Granting Plaintiff's Motion To Withdrawal Plaintiff's Notice of Voluntary Dismissal entered August 31, 2007. (Exhibit 22). Mr. Bauer successfully argued **my pro se motion**, but Bauer did not draft or file the motion, I did. SOL was not an issue.

The 2dDCA held per curiam in 2D07-4530 that my claims were not dismissed, citing Fla.R.Civ.P. 1.420(a)(2), and Rogers v. Publix Super Markets, Inc., 575 So. 2d 214, 215-16 (Fla. 5th DCA 1991) (holding that when counterclaim is pending, plaintiff cannot unilaterally dismiss complaint without order of court).

Mr. Bauer was not competent and not diligent for not seeking attorney's fees for Rodems' failed appeal that was not supported by material facts or the application of existing law to those facts.

7. Mr. Bauer made false statements to the Bar on page 7 of his response August 18, 2010 about a stay of final judgment: "He refused, however, to post a bond with the court." "Because Mr. Gillespie was unwilling to post a bond, there was little I could do to defend against an action...." ¶8. This statement is false because Bauer knew that I applied for, and was denied-not able to get a bond. Bauer advised against a bond in his email to me August 19, 2008 4:24 p.m.

8-15 More information is available about Mr. Bauer's conduct involving misrepresentation, dishonesty, fraud, deceit, and conduct prejudicial to the administration of justice.

VII. Mr. Bauer Failed To Report Misconduct of Mr. Rodems, Rule 4-8.3(a)

> **Rule 4-8.3(a)** Reporting Misconduct of Other Lawyers. A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate professional authority.

Mr. Rodems committed multiple violations of the Rules of Professional Conduct in this matter, see my complaint, Ryan Christopher Rodems, File No. 2013-10,271 (13E). Below are breaches of the Rules I believe Mr. Bauer should have reported to the Bar.

> Rule 4-3.1, Meritorious Claims and Contentions
> Rule 4-3.3, Candor Toward the Tribunal
> Rule 4-8.4(c), conduct involving dishonesty, fraud, deceit, misrepresentation
> Rule 4-8.4(d), conduct prejudicial to the administration of justice

Mr. Rodems asserted a number of misleading legal arguments to the Court, including his false "claim" to $50,000 in "court-awarded fees and costs". Appearing pro se, I prevailed on Rodems' motion to dismiss and strike January 13, 2006, when Judge Richard Nielsen entered Order On Defendants' Motion To Dismiss And Strike. Judge Nielsen rejected Rodems' misleading legal argument, a false "claim" of $50,000 in "court-awarded fees and costs". Under the legal doctrine

of res judicata, Mr. Rodems was precluded from ever again asserting this misleading legal argument, a false "claim" for $50,000 in "court-awarded fees and costs" in this matter.

Mr. Bauer knew Mr. Rodems' legal claims and contentions were not meritorious (Rule 4-3.1). Bauer knew Rodems' false "claim" for $50,000 in "court-awarded fees and costs" was a breach of Rule 4-3.3(a)(1) and (4), making a false statement of fact and/or law to a tribunal, and offering false evidence. Mr. Rodems' "representation" was in fact his own false testimony. Likewise with the "slimy attorney" William Cook, guilty of closing statement fraud, Rule 4-1.5(f)(5), and no signed contingent fee agreement, Rule 4-1.5(f)(2). Mr. Bauer also knew that the all foregoing claims and contentions were considered, and rejected as not meritorious, by Judge Nielsen's Order On Defendants' Motion To Dismiss And Strike, January 13, 2006, decided res judicata, precluding further assertion of Rodems' rejected claims and contentions.

Mr. Rodems presented false evidence and mislead the court during hearings on October 30, 2007 and July 1, 2008 for the purpose of obtaining a dismissal of claims against BRC and Mr. Cook. Mr. Rodems misrepresented to Judge Barton that there was a signed contingent fee agreement between Plaintiff Neil Gillespie and Defendants William J. Cook and Barker, Rodems & Cook, PA when in fact there was none. Mr. Bauer failed to present evidence that there was no signed contingent fee agreement, such as my testimony or my affidavit. Instead Mr. Bauer submitted Plaintiff's Motion For Rehearing July 16, 2008 asserting that there was no signed contingent fee agreement, which motion Mr. Bauer now appears to disavowal, according to his 2010 response.

For additional misconduct of Mr. Rodems that Mr. Bauer was obligated to report under Rule 4-8.3(a), see this complaint, beginning on page 4, section *IV. Misconduct & RICO Activity Undermine Bar Complaints, Civil Litigation*.

Dissatisfied Clients of Robert W. Bauer

Dr. Angela V. Woodhull, Ph.D. - Filed Sanction Motion Against Robert Bauer
Improper Charging Liens, Using Pro Se and UPL Pleadings, Misogyny

Dr. Angela V. Woodhull, Ph.D. is another dissatisfied former client of Mr. Bauer. Dr. Woodhull contacted me November 5, 2011 by email. Dr. Woodhull is a delightful and charming lady, who is also an author, a licensed private investigator, and a college professor. Dr. Woodhull offered to serve process on Mr. Bauer and the other defendants in my federal cases. Dr. Woodhull is authorized to serve process under Florida law as a licensed P.I. Dr. Woodhull is also the author of "Police Communication in Traffic Stops" available on Amazon.com.

Dr. Woodhull states Robert Bauer filed a number of improper "Attorney Charging Liens" in cases involving Dr. Woodhull's mother, including the Guardianship of Louise A. Falvo, Case No. 2008-CP-000741, and the Estate of Louise A. Falvo, Case No: 01-2008-CP-1083, Eighth Judicial Circuit, Alachua County; and other cases, including in the Fifth District Court of Appeal. Dr. Woodhull provided me January 4, 2012 a certified copy of her pro se pleading in the estate case, the docket entry of December 18, 2009, 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.

Dr. Woodhull's pleading complains about a number of the same issues as me, that Bauer uses law students and unlicensed law school graduates to draft his pleadings, as well as using his client's pro se pleadings[8] and submitting them to the court as his own work. Dr. Woodhull's pro se pleading appears at Exhibit 25, and states in paragraph 1:

> 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.

Dr. Woodhull described Mr. Bauer's misogyny on page 4, beginning at paragraph 12:

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

Kimberly Pruett-Barry dissatisfied with Robert W. Bauer
Failed to "move a case forward" and "he tries to rack up a bill"

Kimberly Pruett-Barry and husband William hired Mr. Bauer to sue attorney Peter R. McGrath. Kim told me *I'm sick, sick to my stomach, made a huge mistake hiring this guy*, and that Mr. Bauer had run up a $40,000 bill and took all their savings. Kim emailed October 20, 2012 stating, *Bauer. He definitely fails to "move a case forward", I think he tries to rack up a bill*.

Anna [redacted] - Fired Robert Bauer - a "nightmare"
"I plan to raise the ROOF off this mess!"

Another dissatisfied client of Mr. Bauer, Anna [redacted], contacted me July 8, 2011 by email "help advise! I hired and fired bauer..nightmare". Anna [redacted] hired and later fired Robert Bauer as counsel in a libel case, [redacted] v. Anna [redacted], Case No. [redacted]. Ms. [redacted] has new counsel now, and believes Mr. Bauer should be brought to justice for mishandling her case, stating "I plan to raise the ROOF off this mess!" (email available upon request)

Phillip Strauss v. Robert W. Bauer, TFB File No.: 2012-00,146 (8B)
Mr. Strauss, age 90, said of Mr. Bauer "that bum took advantage"

Former client Phillip Strauss called me January 4, 2012 at 11.13 a.m. and complained about Robert Bauer. Mr. Strauss also made a Bar complaint, TFB File No.: 2012-00,146 (8B), August 24, 2011. Mr. Strauss, age 90, said of Mr. Bauer "that bum took advantage" in a small claims court case, with a "low effort attorney that screwed me up completely" and lost the case, a claim that involved a porch that had fungus, which his insurance company denied coverage to repair. Mr. Strauss also believes "the law system in Florida is for the birds", and "they take care of their own, crooks or whatever they are, those are rats". At the time he called me, Mr. Strauss was living in New York with family, and had put his home in Gainesville up for sale. Mr. Strauss

[8] Opposing counsel Mr. Rodems also complained about Mr. Bauer using my pro se pleadings as his own. Rodems' email to Mr. Bauer April 26, 2007 at 9:56 a.m. states in part, "I am surprised you would rely on any portions of the pleadings Gillespie filed." I was surprised too, since I was paying Bauer $250 per hour. Rodems' email is available.

said he is willing to make a trip to Florida to help out in any action to hold Mr. Bauer accountable. Mr. Strauss requested a copy of his Bar complaint, since his copy was left behind in Gainesville, which I provided him by email. Mr. Strauss concluded our call by thanking me. A digital recording of the call is available. (complaint closed/insufficient evidence).

DeCoursey v. Robert W. Bauer, TFB File No. 2012-00,054(8b)
Pattern of Complaints by Elderly and Disabled Clients

Another dissatisfied client of Mr. Bauer filed a Bar complaint, James and Betty DeCoursey v. Robert W. Bauer, TFB File No. 2012-00,054(8b), July 8, 2011. The complaint alleges that the DeCourseys are disabled and elderly, and that Mr. Bauer failed to properly represent them in a foreclosure matter. (complaint closed/insufficient evidence).

Conclusion

Appearing pro se, I prevailed on Mr. Rodems' motion to dismiss and strike, when Judge Richard Nielsen entered Order On Defendants' Motion To Dismiss And Strike, January 13, 2006. (Exhibit 11). Judge Nielsen rejected Rodems' misleading legal argument, a false "claim" of $50,000 in "court-awarded fees and costs". Under the legal doctrine of res judicata, Mr. Rodems was precluded from ever again asserting a "claim" for $50,000 in "court-awarded fees and costs" in this matter, a claim or contention rejected by the Court as not meritorious.

After Judge Nielsen rejected Mr. Rodems' misleading legal argument, his "claim" for $50,000 in "court-awarded fees and costs", this case was essentially decided in my favor. In response to certain defeat, Mr. Rodems filed a vexatious libel counterclaim. Mr. Rodems also disrupted the tribunal for strategic advantage. As a result, February 7, 2007 I took a voluntary dismissal without prejudice. I moved to withdrawal my voluntary dismissal a week later in the hopes of finding counsel. Judge Barton granted my pro se motion to withdrawal my voluntary dismissal, argued by Mr. Bauer August 15, 2007, and affirmed on appeal in 2D07-4530.

After that, Mr. Bauer's representation was a disaster, not competent, and not diligent, which angered Judge Barton. Mr. Bauer lied, made misrepresentations, and made misleading legal arguments to the Bar in his response August 18, 2010 to my first complaint. Mr. Bauer failed to report Mr. Rodems' misconduct, and then engaged in racketeering activity as described herein.

Given the serious and ongoing nature of Mr. Bauer's misconduct with me and his other clients, the Bar should find probable cause and recommend Bauer's disbarment to protect the public. Every document, email and transcript mentioned in this complaint is available. All Mr. Bauer's hearings were transcribed. Persons named in this complaint are witnesses. Under penalty of perjury, I declare the foregoing facts are true, correct, and complete. Thank you.

Sincerely,

Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481
Enclosures
Sent to the Florida Bar October 31, 2012 by U.P.S. Ground, No. 1Z64589FP290944350.

Appendix to the Florida Bar Complaint Against Robert W. Bauer - October 31, 2012

The following Exhibits are cited in the Bar complaint and are available upon request.

Exhibit 1	March 18, 2011 Letter Report Pursuant to Rule 3-7.4(k), TFB File No. 2011-00,073(8B)
Exhibit 2	June 27, 2011 letter of Carl Schwait, Designated Reviewer, to Neil Gillespie
Exhibit 3	July 31, 2011 letter of Neil Gillespie to Carl Schwait, Designated Reviewer
Exhibit 4	April 11, 2011 email of Neil Gillespie to James Watson, Chief Branch Discipline Counsel
Exhibit 5	March 14, 2011 email of Brian Kramer, Investigating Member, to Neil Gillespie
Exhibit 6	Justice Thomas Granted Rule 13.5 Application, SCOTUS, C.A.11 cases 12-11028 and 12-11213
Exhibit 7	September 19, 2012 letter of Neil Gillespie to Catherine Chapman, re Mr. Bauer & my case file
Exhibit 8	List of 20 related legal proceedings in Gillespie v. Barker, Rodems & Cook, P.A.
Exhibit 9	January 4, 2010 Mr. Bauer to Gov. Crist, support Rodems for judge (Gov. Crist rejected Rodems)
Exhibit 10	Closing Statement (Fraud), Amscot lawsuit, October 31, 2001, Barker, Rodems & Cook, PA.
Exhibit 11	Order On Defendants' Motion To Dismiss And Strike, January 13, 2006 (Judge Nielsen)
Exhibit 12	Defendant's Motion to Dismiss and Strike, August 29, 2005.
Exhibit 13	Plaintiffs Rebuttal to Defendant's Motion to Dismiss and Strike, October 7, 2005.
Exhibit 14	Plaintiff's Notice of Serving Case Law In Rebuttal, D's Motion to Dismiss & Strike, Oct-07-05.
Exhibit 15	Defendant's Reply to Plaintiffs Rebuttal to Defendant's Motion to Dismiss and Strike, Oct-10-05.
Exhibit 16	Plaintiff's Second Rebuttal to Defendant's Motion to Dismiss and Strike, October 31, 2005.
Exhibit 17	August 24, 2012 letter of Mr. Bauer to Gillespie, Mr. Rodems' agreement does not bind him, only me.
Exhibit 18	August 18, 2010 Response of Robert Bauer to the Florida Bar, File No. 2011-00,073 (8B)
Exhibit 19	July 24, 2008 letter of Mr. Bauer to Judge Barton, his misrepresentations to the Court.
Exhibit 20	Plaintiff's Motion For Rehearing, Order granting Rodems judgment on the pleadings, Jul-16-08.
Exhibit 21	August 5, 2010 letter of Ms. Bell, Esq. to Neil Gillespie, re Plaintiff's Motion For Rehearing.
Exhibit 22	Order Granting Plaintiff's Motion To Withdrawal Plaintiff's Notice of Voluntary Dismissal
Exhibit 23	Order filed February 8, 2008 in 2D07-4530, sustained per curiam Judge Baron's above Order.
Exhibit 24	September 5, 2007 case status letter of Mr. Bauer to Neil Gillespie, time to amend the complaint.
Exhibit 25	Sanction Motion Against Robert W. Bauer by Dr. Angela V. Woodhull, Case: 01-2008-CP-1083