



SUPREME COURT

OF THE UNITED STATES

No. 12A215

Title: Neil J. Gillespie, Applicant
v.
Thirteenth Judicial Circuit, et al.

Docketed: August 31, 2012

Lower Ct: United States Court of Appeals for the Eleventh Circuit

Case Nos.: (12-11028, 12-11213)

~~~Date~~~ ~~~~~Proceedings and Orders~~~~~

Aug 13 2012 Application (12A215) to extend the time to file a petition for a writ of certiorari from October 11, 2012 to December 10, 2012, submitted to Justice Thomas.

Sep 13 2012 Application (12A215) granted by Justice Thomas extending the time to file until December 10, 2012.

---

~~Name~~~ ~~~~~Address~~~~~ ~~~Phone~~~

**Attorneys for Petitioner:**

|                   |                                       |                |
|-------------------|---------------------------------------|----------------|
| Neil J. Gillespie | 8092 SW 115th Loop<br>Ocala, FL 34481 | (352) 854-7807 |
|-------------------|---------------------------------------|----------------|

Party name: Neil J. Gillespie

**Supreme Court of the United States  
Office of the Clerk  
Washington, DC 20543-0001**

**William K. Suter**  
Clerk of the Court  
(202) 479-3011

September 13, 2012

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

Re: Neil J. Gillespie  
v. Thirteenth Judicial Circuit, et al.  
Application No. 12A215

Dear Mr. Gillespie:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case has been presented to Justice Thomas, who on September 13, 2012 extended the time to and including December 10, 2012.

This letter has been sent to those designated on the attached notification list.

Sincerely,

**William K. Suter, Clerk**

by   
Clayton Higgins  
Case Analyst

**Supreme Court of the United States  
Office of the Clerk  
Washington, DC 20543-0001**

**William K. Suter**  
Clerk of the Court  
(202) 479-3011

**NOTIFICATION LIST**

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

Clerk  
United States Court of Appeals for the Eleventh Circuit  
56 Forsyth Street, N.W.  
Atlanta, GA 30303

August 29, 2012


Clerk of Court  
Supreme Court of the United States  
1 First Street, NE  
Washington, DC 20543

Dear Clerk of Court:

Enclosed is my Rule 13.5 Application to Justice Clarence Thomas for Application to Extend Time To File A Petition For A Writ Of Certiorari, with Appendix, and Proof of Service.

Also enclosed are ten (10) copies of the Application. Thank you.

Sincerely,

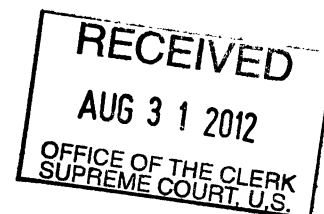


Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

Telephone: (352) 854-7807  
Email: neilgillespie@mfi.net

Enclosures

cc: All parties or counsel





No: \_\_\_\_\_

IN THE  
SUPREME COURT OF THE UNITED STATES

\_\_\_\_\_  
NEIL J. GILLESPIE, ET AL, - PETITIONERS

VS.

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA, ET AL. - RESPONDENTS  
\_\_\_\_\_

**PROOF OF SERVICE**

I, Neil J Gillespie, do swear or declare that on this date, August 29, 2012, as required by Supreme Court Rule 29 I have served the enclosed Rule 13.5 Application to Extend Time To File A Petition For A Writ Of Certiorari on each party to the above proceeding or that party's counsel, by delivery to a third-party commercial carrier for delivery within 3 calendar days. The Appendix is in PDF on CD. The names and addresses of those served are:

Ryan Christopher Rodems  
Barker, Rodems & Cook, PA  
501 E. Kennedy Blvd, suite 790  
Tampa, Florida 33602  
Telephone: (813) 489-1001

David A. Rowland, Court Counsel  
Thirteenth Judicial Circuit Of Florida  
Legal Department  
800 E. Twiggs Street, Suite 603  
Tampa, Florida 33602  
Telephone: (813) 272-6843

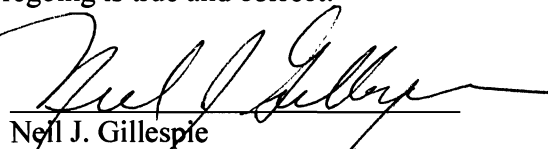
Catherine B. Chapman (For Robert W. Bauer, et al)  
Guilday, Tucker, Schwartz & Simpson, P.A.  
1983 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL 32308-7823  
Telephone: (850) 224-7091

NOTE: I am also serving Mr. Bauer directly because Catherine B. Chapman failed to state whether she and Guilday Tucker continue to represent Mr. Bauer.

Robert W. Bauer, Esq., and the Law Office of Robert W. Bauer, P.A  
2815 NW 13th St. Suite 200E  
Gainesville, FL 32609  
Telephone: (352) 375-5960

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 29, 2012.

  
\_\_\_\_\_  
Neil J. Gillespie

No: \_\_\_\_\_

\_\_\_\_\_

IN THE

SUPREME COURT OF THE UNITED STATES

\_\_\_\_\_

NEIL J. GILLESPIE, ET AL, - PETITIONERS

VS.

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA, ET AL. - RESPONDENTS

\_\_\_\_\_

Application to Justice Clarence Thomas

\_\_\_\_\_

Application to Extend Time To File A Petition For A Writ Of Certiorari

Supreme Court Rule 13.5

\_\_\_\_\_

Orders of The U.S. Court of Appeals for the 11th Circuit, 12-11213-C

Orders of The U.S. Court of Appeals for the 11th Circuit, Case No. 12-11028-B

\_\_\_\_\_

Submitted August 29, 2012

by

Neil J. Gillespie, Petitioner, pro se, non-lawyer,  
an adult man disabled with physical and mental impairments.

8092 SW 115th Loop  
Ocala, Florida 34481  
Telephone: (352) 854-7807  
Email: neilgillespie@mfi.net

## **LIST OF PARTIES**

All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this Rule 13.5 Application are:

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U.S. Court of Appeals For The Eleventh Circuit, Case No. 12-11213-C

District Court Docket No: 5:10-cv-00503-WTH-TBS

ADA claims, and Civil Rights claims for misuse and denial of justice under the color of law

Plaintiff: (1)

Neil J. Gillespie

Defendants: (10 + 5 individually)

Thirteenth Judicial Circuit, Florida

Claudia Rickert Isom, Circuit Judge, and individually

James M. Barton, II, Circuit Judge, and individually

Martha J. Cook, Circuit Judge, and individually

David A. Rowland, Court Counsel, and individually

Gonzalo B. Casares, ADA Coordinator, and individually

Barker, Rodems & Cook, P.A.

Ryan Christopher Rodems, Attorney at Law (Fla. Bar ID: 947652)

The Law Office of Robert W. Bauer, P.A.

Robert W. Bauer, Attorney at Law (Fla. Bar ID: 11058)

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U.S. Court of Appeals For The Eleventh Circuit, Case No. 12-11028-B

District Court Docket No: 5:11-cv-00539-WTH-TBS

Claims of the Estate, Claims for Civil RICO

Plaintiffs: (2)

Estate of Penelope Gillespie (deceased)

Neil J. Gillespie

Defendants: (4 + 1 individually)

Thirteenth Judicial Circuit, Florida

James M. Barton, II, Circuit Court Judge, and individually

The Law Office of Robert W. Bauer, P.A.

Robert W. Bauer, Attorney at Law (Fla. Bar ID: 11058)

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### Application To Justice Clarence Thomas

1. Petitioner pro se, Neil J. Gillespie (“Gillespie”), makes application to Justice Clarence Thomas under Supreme Court Rule 13.5 to extend time to file a petition for a writ of certiorari.

### Applicant is Disabled with Physical and Mental Impairments

2. Gillespie is an indigent, fifty-six (56) year-old single man, law abiding, college educated, and a former business owner, disabled with physical and mental impairments. August 28, 2012 Gillespie submitted a letter to The Honorable William K. Suter, Clerk of the Court, requesting disability accommodation or information thereto. The letter appears at Appendix 15.

### Statement of the Case

3. Gillespie’s litigation against his former lawyers, Barker, Rodems & Cook, PA, is to recover \$7,143 stolen during their prior representation of Gillespie. Ryan Christopher Rodems is unethically representing his firm against Gillespie, a former client of the small three-partner firm, contrary to well-established law and ethics rules, see McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. Mr. Rodems’ strategy has been, since 2006, to inflict severe emotional distress on Gillespie who he knows to be especially vulnerable, through an abuse of power in a position of dominance. See Amended Motion for Disability Accommodation, U.S. Court of Appeals for the 11th Circuit, Exhibit 8 to disability letter appearing at Appendix 15. Gillespie brought his dispute to court for a lawful adjudication, but did not find justice, only a denial of justice under the color of law through a pattern of racketeering activity.

### Jurisdiction and Judgments Sought to be Reviewed - Lower Court Opinions Appended

4. Gillespie seeks review on petition for writ of certiorari of the following orders of the U.S. Court of Appeals for the 11th Circuit. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1). A petitioner can only submit a single petition for a writ of certiorari when two or more

judgments are sought to be reviewed to the same lower court. Rule 12.4. This also applies to an application for an extension of time within which to file a petition for a writ of certiorari. See letter of Jeffrey Atkins to Gillespie, July 25, 2012, appearing at Appendix 8.

a. Orders of the U.S. Court of Appeals for the 11th Circuit, case no. 12-11213-C are appended to this application as required by Rule 13.5, with District Court order, as follows:

Appendix 1: Opinion, Court of Appeals, 12-11213-C, IFP denied July 16, 2012.

Appendix 2: Entry of Dismissal, Court of Appeals, 12-11213-C, August 7, 2012.

Appendix 3: Order of Dismissal, District Court, 5:10-cv-00503, February 27, 2012.

Upon information and belief, the time to file a petition in case no. 12-11213-C expires Monday October 15, 2012, calculated as follows: July 16, 2012 + 90 days = Sunday, October 14, 2012.

b. Orders of the U.S. Court of Appeals for the 11th Circuit, case no. 12-11028-B, are appended to this application as required by Rule 13.5, with District Court order, as follows:

Appendix 4: Opinion, Court of Appeals, 12-11028-B, IFP, etc., denied May 7, 2012.

Appendix 5: Opinion, Court of Appeals, 12-11028-B, Reconsideration denied June 19, 2012.

Appendix 6: Entry of Dismissal, Court of Appeals, 12-11028-B, July 13, 2012.

Appendix 7: Order Dismissing Case, District Court, 5:11-cv-00539, January 24, 2012.

Upon information and belief, the time to file a petition in case no. 12-11028-B expires Monday, September 17, 2012, calculated as follows: June 19, 2012 + 90 days = September 17, 2012.

#### 60 Days Additional Time Requested

5. Under Rule 13.5 Gillespie requests an additional 60 days to file his petition, counted from the last day to file a petition in Court of Appeals case no. 12-11213-C. For good cause, a Justice may extend the time to file a petition for a writ of certiorari for a period not exceeding 60 days. Rule 13.5. Gillespie respectfully requests an additional 60 days, counted from the last day

to file in case no. 12-11213-C, which is October 14, 2012, resulting in a new date of Thursday, December 13, 2012. In the alternative Gillespie will accept what the Court can provide.

Specific Reasons Why Extension of Time is Justified - Rule 13.5

6. Specific reasons why an extension of time is justified in this matter include:

a. Gillespie is disabled with physical and mental impairments. Appendix 15. Gillespie needs the maximum amount of time available due to disability. Dr. Karin Huffer prepared a disability report for Gillespie that states he cannot sustain concentration due to depression and symptoms of PTSD. Gillespie has memory impairment and dissociation, and must use energy to fight the natural urge to deny the reality put before him. Gillespie's traumatic intrusive thoughts threaten to crowd out the issue at hand during legal processes. Gillespie's increased opioid response; a numbing hormone intended to protect the traumatized from pain must be overcome to deal with the legal issues at hand. Gillespie cannot open mail or address matters pertaining to his legal case without extreme anxiety. This slows him down when he faces deadlines. More information is found in Dr. Huffer's report, which appears as Exhibit 9/1 to Appendix 15. The U.S. Supreme Court, as part of the federal judiciary, is subject to The Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et. seq. See Appendix 15. This is a reasonable disability accommodation.

b. A petitioner can only submit a single petition for a writ of certiorari when two or more judgments are sought to be reviewed to the same lower court. Rule 12.4. This also applies to an application for an extension of time within which to file a petition for a writ of certiorari. See letter of Jeffrey Atkins to Gillespie, July 25, 2012, appearing at Appendix 8. Gillespie has two judgments for review from the same court of appeals, each with different time deadlines. Upon information and belief, the time deadlines are as follows:

(1) As set forth in paragraph 4.a. above, the time to file a petition in case no. 12-11213-C expires Monday October 15, 2012, calculated as follows: July 16, 2012 + 90 days = Sunday, October 14, 2012. Under Rule 30.1 since the last day is Sunday, time extends to Monday.

(2) As set forth in paragraph 4.b. above, the time to file a petition in case no. 12-11028-B expires Monday, September 17, 2012, calculated as: June 19, 2012 + 90 days = Sept. 17, 2012. The time difference in the two filing deadlines, counted from September 17, 2012 to October 15, 2012, is 28 days. Twenty-eight (28) days is a significant amount of time to forfeit in case no. 12-11213-C, considering Gillespie is disabled and needs the maximum amount of time available<sup>1</sup>.

c. On August 17, 2012 The Florida Bar opened discipline file no. 2013-10,162 (6D) against Eugene P. Castagliuolo, Gillespie's former attorney. On July 25, 2012 Mr. Castagliuolo threatened Gillespie with litigation over disclosure of Castagliuolo's admission to having mental problems. Mr. Castagliuolo also admitted to "health issues". Gillespie reported the threat, which included a threat against Michael Borseth, a court reporter, to Florida Attorney General Pam Bondi August 1, 2012. On August 10, 2012, Gillespie received an email response from Samantha Santana of the Florida Attorney General's Office to "Please follow up with The Bar directly for further assistance." Gillespie took that to mean a formal Bar complaint, which was submitted August 11, 2012. Gillespie believes Mr. Castagliuolo's mental problems and "health issues" resulted in the *ineffective assistance of counsel* at a time when Gillespie was in custody or involuntary confinement. On June 21, 2011 Gillespie voluntarily appeared for a deposition at the Edgecomb Courthouse in Tampa to purge civil contempt and rescind an arrest warrant. It was

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<sup>1</sup> Gillespie used assertive technology in calculating the dates presented here, an online date calculator found at this URL <http://www.timeanddate.com/date/dateadd.html>



a trap, a coercive confinement to force a settlement in civil litigation. The following is from

Gillespie's First Amended Complaint (Doc. 15), District Court case 5:11-cv-00539-WTH-TBS:

16. Gillespie is an individual with mental illness as defined by 42 U.S.C. Chapter 114 The Protection and Advocacy for Individuals with Mental Illness Act, § 10802(4)(A) and (B)(i)(III). Gillespie was involuntarily confined in a municipal detention facility for reasons other than serving a sentence resulting from conviction for a criminal offense. Gillespie's involuntary confinement was in the George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, Florida. On June 1, 2011 Judge Arnold issued a politically motivated warrant to arrest Gillespie for the purpose of harming Gillespie by abuse as defined § 10802(1) and neglect as defined by § 10802(5) to force a walk-away settlement agreement in the state action, and to force a walk-away settlement agreement in the federal action, Gillespie's civil rights and ADA lawsuit against the Thirteenth Judicial Circuit, Florida, et al., for the misuse and denial of judicial process under the color of law, and denial of disability accommodation. Gillespie was involuntarily confined by two (2) fully armed deputies of the Hillsborough County Sheriff's Office, and involuntarily held during an improper full deposition, post final summary judgment, an open-ended deposition without time limit, with no lunch break, and no meals usually given to an inmate, until Gillespie suffered injury and agreed to sign a walk-away settlement agreement. Gillespie was so impaired when he signed the agreement that the record shows he was unable to make the settlement decision himself.

Gillespie spent a week responding to Mr. Castagliuolo threats, with follow-up to the Florida Bar as directed by the Florida AG. This took time away from Gillespie's work on his petition. The Bar complaint will require additional time to make a rebuttal as set forth in the letter from Theodore P. Littlewood Jr., Bar Counsel, which appears at Appendix 9.

d. Gillespie requested the return of his client file with former attorney Robert W. Bauer, a Defendant in each of the U.S. Court of Appeals case, to help prepare his petition for writ of certiorari. Mr. Bauer had withheld Gillespie's client file on the basis of a charging lien of \$12,650 for unpaid legal fees. Gillespie believed this debt was discharged June 21, 2011 through a "Settlement Agreement and General Mutual Release" obtained during Gillespie's coercive confinement on that date. Gillespie requested his client file from Mr. Bauer's counsel of record in the District Court and Court of Appeals cases, Catherine B. Chapman of Guilday, Tucker, Schwartz & Simpson, P.A., 1983 Centre Pointe Blvd, S-200, Tallahassee, FL 32308. Gillespie

requested his client file from Ms. Chapman on August 17, 2012 by fax and emailed letter, a copy of which appears at Appendix 10. Gillespie informed Ms. Chapman that “Time is of the Essence. Any delay could be taken as an obstruction of justice in my petition for writ of certiorari to The Supreme Court of the United States”. Ms. Chapman promptly acknowledged receipt of Gillespie’s request, but nothing else happened. Gillespie contacted Ms. Chapman a week later for his client file by email Friday August 24, 2012. Ms. Chapman replied “I have forwarded your letter to Mr. Bauer for handling.” Confused, Gillespie responded two hours later to Chapman “I don’t understand what you mean. Please clarify. I want my file returned immediately.” Again, nothing happened. Gillespie again contacted Ms. Chapman Monday August 27, 2012 at 3:59 p.m. for the return of his client file, and included the firm’s partners in the email, with a copy to Mr. Bauer. Ms. Chapman responded to all parties by email at 4:08 p.m. as follows:

Dear Mr. Gillespie:

I informed you that I forwarded your request for the return of your file to Mr. Bauer for handling. He is in possession of your file. I am not. You asked me to clarify the response at 5:09 p.m. on Friday. I was in the car driving to Atlanta to visit family. I am sure that you are aware of the dangers of e-mailing and driving at the same time.

Mr. Bauer responded by email to all parties at 4:09 p.m. as follows:

Ladies and Gentlemen:

Mr. Gillespie has been advised that we are asserting a charging lien on his file. No further action is required on your part. Mr. Gillespie is free to contact me on an unrecorded line and I will be happy to speak with him. Please take no further action.

Robert W. Bauer, Esq.

Law Office of Robert W. Bauer, P.A

2815 NW 13th St. Suite 200E

Gainesville, FL 32609

352.375.5960

352.337.2518 - Facsimile

Bauerlegal.com

The above came as a shock to Gillespie, who thought this debt was discharged June 21, 2011 through a "Settlement Agreement and General Mutual Release" obtained during Gillespie’s

coercive confinement on that date. Gillespie emailed Ms. Chapman at 5:22 p.m. August 27, 2012 and asked "Please advise if you will represent Mr. Bauer in my petition for writ of certiorari to the U.S. Supreme Court. If so, I will serve you under Supreme Court Rule 29." As of today Ms. Chapman has not responded. Gillespie also stated to Ms. Chapman:

If you still represent Mr. Bauer, please advise him not to contact me. Mr. Bauer can disabuse himself that I would EVER call him on the phone, or do so on an unrecorded line. The reason is simple, Mr. Bauer is a LIAR, and my communication with him must be in writing, and that is not negotiable. Given his response, it does not appear that Mr. Bauer believes he is bound by the "Settlement Agreement and General Mutual Release" June 21, 2011.

Gillespie provided other material, and informed Ms. Chapman that she may forward his email to Mr. Bauer, but Gillespie does not want contact with Bauer, and that this contact has been greatly upsetting. Gillespie was so upset that he required medication to calm him. Later that day Gillespie found a letter in his mailbox from Mr. Bauer, which appears at Appendix 11 and states:

Dear Mr. Gillespie:

I am in receipt of your August 17, 2012 letter requesting your file. Mr. Rodem's 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.

We continue to exercise our charging lien. 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.

Gillespie notified Ms. Chapman and her firm, and provided each of them Mr. Bauer's letter by email. Gillespie needs time to get his file, although he will not contact Mr. Bauer, and due to indigence cannot pay extortion money for the file. Gillespie also needs a response as to whether Ms. Chapman and Guilday, Tucker, Schwartz & Simpson, P.A. still represent Mr. Bauer.

Gillespie believes it is improper for Mr. Bauer, who is represented by counsel, to directly contact Gillespie, an unrepresented party. Until notified otherwise, Gillespie will continue to serve Ms. Chapman at Guilday Tucker on behalf of Mr. Bauer.

e. Gillespie is awaiting a response from Sheryl L. Loesch, Clerk of the District Court, to his letter of August 27, 2012 that appears at Appendix 12. Gillespie cited a number of failures by the Clerk in his case by letter April 5, 2012, including the Clerk's refusal to put Exhibits 1-15 to the Complaint (Doc. 1) in case no. 5:10-cv-00503-oc-WTH-DAB on the CM/ECF system, in violation of the Court's CM/ECF Order. This prevented Magistrate Judge Baker, located in Orlando, from reading Gillespie's Exhibits 1-15 that were located in Ocala, a distance of about 80 miles. The Clerk failed to properly designate the case as a Track Three Case for complex litigation under Local Rule 3.05. Case management plays a determinant role in the adjudication of cases on their merits instead of the bully tactics used by Mr. Rodems. The Court/Clerk misled Gillespie that the Americans with Disabilities Act applied to the federal judiciary; it does not. The Court's CM/ECF Order prohibiting pro se e-filing is unconstitutional, and cost Gillespie not less than \$1,094.94, and 178.5 hours labor in his two cases, 5:10-cv-503 and 5:11-cv-539, see Motion to Apply Funds Toward Filing Fees (Doc. 70) and the *Notice of Pro Se Electronic Case Filing Prohibition By District Court*, attached as Exhibit 4, filed in Case 5:10-cv-00503-WTH-TBS Document 70 Filed 07/30/12 Page 1 of 88 PageID 1863.

f. Gillespie asked U.S. Senator Bill Nelson by letter August 27, 2012 for assistance in obtaining a response from Ms. Loesch. The letter appears at Appendix 13. Gillespie also asked Senator Nelson about the trial judge providing copies of documents in his case to Courtroom Deputy Maurya McSheehy. If Judge Hodges' impartiality might reasonably be questioned, then he is required under 28 USC § 455(a) to disqualify himself. In the past Senator Nelson has been helpful to Gillespie with other requests. Gillespie also believes Senator Nelson wants the District Court to treat the citizens of Florida fairly, and will work toward that goal:

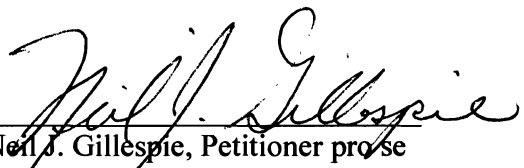
As described in my April 5, 2012 letter to Ms. Loesch, the U.S. District Court for the Northern District of California is far ahead of Florida in providing court services to its citizens. What can be done to make the Middle District of Florida serve our citizens fairly?

Notice of Extraordinary Circumstance - Home Foreclosure

7. Gillespie is indigent. On June 8, 2012 Gillespie received notice of default and intent to foreclose on his home. See the Clerk's online letter in the Court of Appeals, no. 12-11028-B, returning Gillespie's Response To Order stating it "...should go to the Supreme Court of the United States..." (Public Communication 07/06/2012), which appears at Appendix 14. Gillespie must defend the foreclosure because he cannot pay \$108,056.19 demanded by Reverse Mortgage Solutions (RMS). Gillespie has no ability to borrow funds, and does not have a bank account because he cannot manage one due to mental impairment. Gillespie has nowhere else to move and would become homeless if his defense to the foreclosure is not successful. Gillespie has spent many weeks making a credible foreclosure response and complaint to HUD and RMS.

WHEREFORE Gillespie respectfully requests the Court under Rule 13.5 to extend the time to file a petition for a writ of certiorari by an additional sixty (60) days, counted from the last day to file in case no. 12-11213-C, which is October 14, 2012, resulting in a new date of Thursday, December 13, 2012. Otherwise Gillespie will accept what time the Court can provide, and includes a general request for other and further relief as the Court deems just and equitable.

RESPECTFULLY SUBMITTED August 29, 2012.

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

No: \_\_\_\_\_

IN THE SUPREME COURT OF THE UNITED STATES

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NEIL J. GILLESPIE, ET AL, - PETITIONERS

VS.

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA, ET AL. - RESPONDENTS

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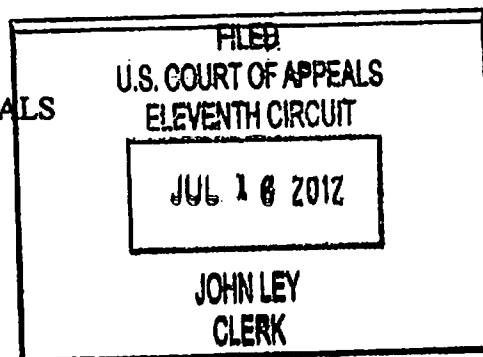
**Appendix - Rule 13.5 Application**

|             |                                                                             |
|-------------|-----------------------------------------------------------------------------|
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| APPENDIX 9  | Letter of Theodore P. Littlewood Jr., Bar Counsel, to Gillespie, Aug-17-12  |
| APPENDIX 10 | Request of Gillespie for client file to Catherine B. Chapman, Aug-17-12     |
| APPENDIX 11 | Letter of Robert W. Bauer to Gillespie, August 24, 2012                     |
| APPENDIX 12 | Letter of Gillespie to Sheryl L. Loesch, Clerk of District Court, Aug-27-12 |
| APPENDIX 13 | Letter of Gillespie to U.S. Senator Bill Nelson, August 27, 2012            |
| APPENDIX 14 | Public communication letter in the Court of Appeals no. 12-11028-B          |
| APPENDIX 15 | Letter to The Honorable William K. Suter, Clerk of Court, re: disability    |

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 12-11213-C



NEIL J. GILLESPIE,

Plaintiff-Appellant,

versus

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA,  
GONZALO B. CASARES,  
ADA Coordinator, and Individually,  
DAVID A. ROWLAND,  
Court Counsel, and individually,  
JUDGE CLAUDIA RICKERT ISOM,  
Circuit Court Judge, and individually,  
JUDGE JAMES M. BARTON, II,  
Circuit Court Judge, and individually, et al.,

Defendants-Appellees,

BARKER, RODEMS & COOK, P.A. et al.,

Defendants.

Appeal from the United States District Court  
for the Middle District of Florida

ORDER:

Neil J. Gillespie's motion for leave to proceed on appeal *in forma pauperis* is DENIED because the appeal is frivolous. *See Pace v. Evans*, 709 F.2d 1428 (11th Cir. 1983).

/s/ Charles R. Wilson  
UNITED STATES CIRCUIT JUDGE

EXHIBIT

APPENDIX 1

**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

July 16, 2012

Neil J. Gillespie  
8092 SW 115TH LOOP  
OCALA, FL 34481

Appeal Number: 12-11213-C  
Case Style: Neil Gillespie v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:10-cv-00503-WTH-TBS

The following action has been taken in the referenced case:

The enclosed order has been ENTERED.

Pursuant to Eleventh Circuit Rule 42-1(b) you are hereby notified that upon expiration of fourteen (14) days from this date, this appeal will be dismissed by the clerk without further notice unless you pay to the DISTRICT COURT clerk the \$450 docket and \$5 filing fees (total of \$455), with notice to this office.

Sincerely,

JOHN LEY, Clerk of Court

Reply to: Walter Pollard, C/RVG  
Phone #: (404) 335-6186

MOT-2 Notice of Court Action



IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

---

No. 12-11213-C

---

NEIL J. GILLESPIE,

Plaintiff - Appellant

versus

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA,  
GONZALO B. CASARES,  
ADA Coordinator, and Individually,  
DAVID A. ROWLAND,  
Court Counsel, and individually,  
JUDGE CLAUDIA RICKERT ISOM,  
Circuit Court Judge, and individually,  
JUDGE JAMES M. BARTON, II,  
Circuit Court Judge, and individually, et al.,

Defendants - Appellees,

BARKER, RODEMS & COOK, P.A. et al.,

Defendants.

---

Appeal from the United States District Court  
for the Middle District of Florida

---

ENTRY OF DISMISSAL: Pursuant to the 11th Cir.R.42-1(b), this appeal is DISMISSED for want of prosecution because the appellant Neil J. Gillespie has failed to pay the filing and docketing fees to the district court within the time fixed by the rules, effective August 07, 2012.

JOHN LEY  
Clerk of Court of the United States Court  
of Appeals for the Eleventh Circuit

by: Walter Pollard, C, Deputy Clerk

FOR THE COURT - BY DIRECTION



**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

August 07, 2012

Sheryl L. Loesch  
United States District Court  
207 NW 2ND ST  
OCALA, FL 34475

Appeal Number: 12-11213-C  
Case Style: Neil Gillespie v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:10-cv-00503-WTH-TBS

The enclosed copy of the Clerk's Entry of Dismissal for failure to prosecute in the above referenced appeal is issued as the mandate of this court. See 11th Cir. R. 41-4.

Sincerely,

JOHN LEY, Clerk of Court

Reply to: Walter Pollard, C  
Phone #: (404) 335-6186

Enclosure(s)

DIS-2 Letter and Entry of Dismissal

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

NEIL J. GILLESPIE,

Plaintiff,

-vs-

Case No. 5:10-cv-503-Oc-10TBS

THIRTEENTH JUDICIAL CIRCUIT,  
FLORIDA, et al.,

Defendants.

---

**ORDER OF DISMISSAL**

The Plaintiff, proceeding *pro se*, has filed a Complaint against eleven (11) Defendants which, by its title, purports to state a claim under the Americans With Disabilities Act, 42 U.S.C. §§ 12131, *et seq.*, as well as various violations of his constitutional rights.<sup>1</sup> (Doc. 1). The Complaint is due to be dismissed for several reasons.

First, the Plaintiff has never effected service of summons on any of the Defendants, or complied with any of the requirements of Fed. R. Civ. P. 4. Second, the Complaint consists of 39 pages of rambling, largely incomprehensible allegations and fails to set forth “a short and plain statement of the claim showing that the pleader is entitled to relief,” as required by Fed. R. Civ. P. 8(a)(2). Third, the Complaint fails to allege the basis for the Court’s subject-matter jurisdiction as required by Fed. R. Civ. P. 8(a)(1) – the parties are clearly all citizens of Florida and therefore not diverse, and the Plaintiff has not alleged any

---

<sup>1</sup>The Plaintiff voluntarily dismissed all claims against two (2) of the Defendants, Barker Rodems & Cook, P.A., and Ryan Christopher Rodems, on October 29, 2010 (Docs. 22, 25-26).

**EXHIBIT**

**APPENDIX 3**

intelligible facts that would support a finding of the existence of federal question jurisdiction. See 28 U.S.C. §§ 1331-1332. And fourth, it appears that the Plaintiff has assigned all of his claims in this case to Defendants Ryan Christopher Rodems, Chris A. Barker, and William J. Cook, who have moved for voluntary dismissal with prejudice under Fed. R. Civ. P. 41(a)(2). (See Doc. 32).<sup>2</sup>

Accordingly, upon due consideration, it is hereby ORDERED that the Plaintiff's Complaint (Doc. 1) is DISMISSED. The Clerk is directed to enter judgment accordingly, terminate all pending motions, and close the file.

IT IS SO ORDERED.

DONE and ORDERED at Ocala, Florida this 27th day of February, 2012.



UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record  
Neil J. Gillespie, *pro se*

---

<sup>2</sup>The Court is aware that the Plaintiff has challenged the validity of the settlement agreement and assignment of claims on the grounds that it was procured by fraud, executed under duress, and without informed consent (Docs. 33, 39, 61, 63). However, the core of the settlement agreement containing the assignment involved the resolution of various matters pending in state court, and the settlement agreement itself appears to have been executed as part of a state court proceeding. (Doc. 32, 40). As such, the state court is the appropriate judicial body with the jurisdiction to resolve any disputes over the validity and/or enforceability of the settlement agreement and assignment. This Court will not (absent subject-matter jurisdiction) entertain any disputes within the purview of the settlement agreement unless and until the state court enters a judgment declaring the settlement agreement and assignment invalid. Cf. Heck v. Humphrey, 512 U.S. 477, 114 S.Ct. 2364 (1994).

FILED  
U.S. COURT OF APPEALS  
ELEVENTH CIRCUIT

MAY - 7 2012

JOHN LEY  
CLERK

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

No. 12-11028-B

ESTATE OF PENELOPE GILLESPIE,  
NEIL J. GILLESPIE,  
Personal Representative of the Estate, Survivor,

Plaintiffs-Appellants,

versus

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA,  
HON. JAMES M. BARTON, II,  
Circuit Court Judge, and individually,  
THE LAW OFFICE OF ROBERT W. BAUER, P.A.,  
ROBERT W. BAUER,

Defendants-Appellees.

Appeal from the United States District Court  
for the Middle District of Florida

ORDER:

The motion by the appellants for leave to proceed on appeal *in forma pauperis* is DENIED because the appeal is frivolous. *See Pace v. Evans*, 709 F.2d 1428, 1429 (11th Cir. 1983). The motion to consolidate with appeal no. 12-11213 is DENIED. The motion for appointment of counsel is DENIED. The motion to toll time is DENIED. All other motions will be addressed by later order of the Court.

/s/ Charles R. Wilson  
UNITED STATES CIRCUIT JUDGE

EXHIBIT

APPENDIX 4

**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

May 07, 2012

Neil J. Gillespie  
8092 SW 115TH LOOP  
OCALA, FL 34481

Appeal Number: 12-11028-B  
Case Style: Estate of Penelope Gillespie, et al v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:11-cv-00539-WTH-TBS

The following action has been taken in the referenced case:

The enclosed order has been ENTERED.

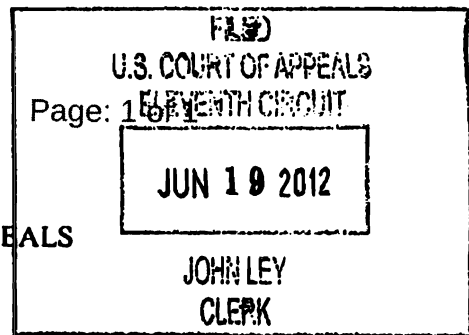
Pursuant to Eleventh Circuit Rule 42-1(b) you are hereby notified that upon expiration of fourteen (14) days from this date, this appeal will be dismissed by the clerk without further notice unless you pay to the DISTRICT COURT clerk the \$450 docket and \$5 filing fees (total of \$455), with notice to this office.

Sincerely,

JOHN LEY, Clerk of Court

Reply to: Melanie Gaddis, B  
Phone #: (404) 335-6187

MOT-2 Notice of Court Action



IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

No. 12-11028-B

ESTATE OF PENELOPE GILLESPIE,  
NEIL J. GILLESPIE,  
Personal Representative of the Estate, Survivor,

Plaintiffs-Appellants,

versus

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA,  
HON. JAMES M. BARTON, II,  
Circuit Court Judge, and individually,  
THE LAW OFFICE OF ROBERT W. BAUER, P.A.,  
ROBERT W. BAUER,

Defendants-Appellees.

Appeal from the United States District Court  
for the Middle District of Florida

Before WILSON and MARTIN, Circuit Judges.

BY THE COURT:

The appellants have filed a motion for reconsideration, pursuant to 11th Cir. R. 22-1(c) and 27-2, of this Court's May 7, 2012, order denying his motions for leave to proceed on appeal *in forma pauperis*, consolidation with case no. 12-11213, tolling of time, and appointment of counsel. Upon review, the motion for reconsideration is DENIED because the appellants have offered no new evidence or arguments of merit to warrant relief. The appellants' motion to toll time is DENIED. The appellants' motion for leave to amend their request for disability accommodations is GRANTED.

EXHIBIT

APPENDIX 5

**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

June 19, 2012

Neil J. Gillespie  
8092 SW 115TH LOOP  
OCALA, FL 34481

Appeal Number: 12-11028-B  
Case Style: Estate of Penelope Gillespie, et al v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:11-cv-00539-WTH-TBS

The following action has been taken in the referenced case:

The enclosed order has been ENTERED.

Pursuant to Eleventh Circuit Rule 42-1(b) you are hereby notified that upon expiration of fourteen (14) days from this date, this appeal will be dismissed by the clerk without further notice unless you pay to the DISTRICT COURT clerk the \$450 docket and \$5 filing fees (total of \$455), with notice to this office.

Sincerely,

JOHN LEY, Clerk of Court

Reply to: Melanie Gaddis, B  
Phone #: (404) 335-6187

MOT-2 Notice of Court Action



IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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No. 12-11028-B

---

ESTATE OF PENELOPE GILLESPIE,  
NEIL J. GILLESPIE,  
Personal Representative of the Estate, Survivor,

Plaintiffs - Appellants,

versus

THIRTEENTH JUDICIAL CIRCUIT, FLORIDA,  
HON. JAMES M. BARTON, II,  
Circuit Court Judge, and individually,  
THE LAW OFFICE OF ROBERT W. BAUER, P.A.,  
ROBERT W. BAUER,

Defendants - Appellees.

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Appeal from the United States District Court  
for the Middle District of Florida

---

ENTRY OF DISMISSAL: Pursuant to the 11th Cir.R.42-1(b), this appeal is DISMISSED for want of prosecution because the appellant Estate of Penelope Gillespie and Neil J. Gillespie has failed to pay the filing and docketing fees to the district court within the time fixed by the rules, effective July 13, 2012.

JOHN LEY  
Clerk of Court of the United States Court  
of Appeals for the Eleventh Circuit

by: Melanie Gaddis, B, Deputy Clerk

FOR THE COURT - BY DIRECTION



**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

July 13, 2012

Sheryl L. Loesch  
United States District Court  
207 NW 2ND ST  
OCALA, FL 34475

Appeal Number: 12-11028-B  
Case Style: Estate of Penelope Gillespie, et al v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:11-cv-00539-WTH-TBS

The enclosed copy of the Clerk's Entry of Dismissal for failure to prosecute in the above referenced appeal is issued as the mandate of this court. See 11th Cir. R. 41-4.

Sincerely,

JOHN LEY, Clerk of Court

Reply to: Melanie Gaddis, B  
Phone #: (404) 335-6187

Enclosure(s)

DIS-2 Letter and Entry of Dismissal

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ESTATE OF PENELOPE GILLESPIE, et  
al.,

Plaintiffs,

-vs-

Case No. 5:11-cv-539-Oc-10TBS

THIRTEENTH JUDICIAL CIRCUIT,  
FLORIDA, et al.,

Defendants.

---

**ORDER DISMISSING CASE**

Federal Rule of Civil Procedure 12(h)(3) says that “[i]f the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.”

The essence of this *pro se* Plaintiff’s claim is that the stress he endured in prosecuting previous claims in state court against and/or involving the Defendants in this action prevented him from rendering adequate care to his mother, who ultimately died due, at least in part, to the deficiency in her care. The claim is legally frivolous in the extreme and it is patently apparent that the Defendant judicial officers and court, as state actors, would ultimately be entitled to absolute immunity. Conversely, the remaining Defendants would not be state actors at all. Nevertheless, the Plaintiff has now paid the filing fee, and the Court recognizes that it would be premature to dismiss the case on any of these grounds at this time.

**EXHIBIT**

**APPENDIX 7**

The question of the Court's jurisdiction, however, is another matter under Fed. R. Civ. P. 12(h)(3). Thus, on December 19, 2011, the Court issued to the Plaintiff an Order to Show Cause (Doc. 11) requiring the Plaintiff within fourteen (14) days to file a response demonstrating the Court's subject-matter jurisdiction.<sup>1</sup> In his response, the Plaintiff stated that he intended to file an Amended Complaint and to effect service on all Defendants (Doc. 14). The Plaintiff cites in the first paragraph of his Amended Complaint (Doc. 15) to 42 U.S.C. §§ 1981, 1983, 1985, 1986, and 1988, the Fifth, Eighth, and Fourteenth Amendments, the Americans With Disabilities Act, the Federal Protection and Advocacy for Mentally Ill Individuals Act, 18 U.S.C. §§ 1346, and 1951, and all of Title 15 of the United States Code (Doc. 15, ¶ 1). However, his factual allegations (which are nearly identical to the allegations of his original complaint that was limited to purported claims under Florida's Wrongful Death Act, see Doc. 1) fall far short of stating a claim – or describing facts – that would establish all of the elements of a constitutional tort or a violation of any federal statute. See Ashcroft v. Iqbal, \_\_\_\_ U.S. \_\_\_\_, 129 S.Ct. 1937 (2009); Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007). Furthermore, it is apparent that no useful purpose would be served by affording the Plaintiff any additional opportunities to amend his pleadings.

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<sup>1</sup>The Order to Show Cause was issued in response to the United States Magistrate Judges' Report and Recommendation (Doc. 8), recommending, after review under 28 U.S.C. § 1915(e)(2), that the original Complaint be dismissed for lack of subject-matter jurisdiction. The Plaintiff objected to the Report and Recommendation, withdrew his prior motion seeking leave to proceed *in forma pauperis*, and paid the filing fee (Docs. 9-10).

Accordingly, upon due consideration, this case is hereby DISMISSED for lack of subject-matter jurisdiction. The Clerk is directed to enter judgment accordingly, terminate all pending motions, and close the file.

IT IS SO ORDERED.

DONE and ORDERED at Ocala, Florida this 24th day of January, 2012.



---

UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record  
Maurya McSheehy  
Hon. Thomas B. Smith  
Neil J. Gillespie, *pro se*

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

July 25, 2012

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: Neil J. Gillespie v. Thirteenth Judicial Circuit, et al.


Dear Mr. Gillespie:

In response to your letter of July 23, 2012, you may only submit a single petition for a writ of certiorari when two or more judgments are sought to be reviewed to the same lower court. Rule 12.4. This also applies to an application for an extension of time within which to file a petition for a writ of certiorari.

The Rules of this Court are enclosed.

Sincerely,  
William K. Suter, Clerk

By:

  
Jeffrey Atkins  
(202) 479-3263

Enclosures





## THE FLORIDA BAR

651 EAST JEFFERSON STREET  
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.  
EXECUTIVE DIRECTOR

850/561-5600  
WWW.FLORIDABAR.ORG

August 17, 2012

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

Re: Eugene P Castagliuolo; The Florida Bar File No. 2013-10,162 (6D)

Dear Mr. Gillespie:

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

Once you receive Mr. Castagliuolo'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. Castagliuolo.** 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,

Theodore P. Littlewood Jr., Bar Counsel  
Attorney Consumer Assistance Program  
ACAP Hotline 866-352-0707

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

cc: Mr. Eugene P Castagliuolo



## **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

651 EAST JEFFERSON STREET  
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.  
EXECUTIVE DIRECTOR

850/561-5600  
WWW.FLORIDABAR.ORG

August 17, 2012

Mr. Eugene P Castagliuolo  
801 West Bay Dr Ste 301  
Largo, FL 33770-3223

Re: Complaint by Neil J. Gillespie against Eugene P Castagliuolo  
The Florida Bar File No. 2013-10,162 (6D)

Dear Mr. Castagliuolo:

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 **August 31, 2012**. 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.

Mr. Eugene P Castagliuolo  
August 17, 2012  
Page Two

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,

A handwritten signature in black ink, appearing to read "T.P. Littlewood Jr.", followed by a period.

Theodore P. Littlewood Jr., 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 is in the process of converting its disciplinary files to electronic media.

All submissions are being scanned into an electronic record and hard copies are discarded.

### **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. **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.**

**\*\* Materials received that do not meet these guidelines may be returned. \*\***

### **Please refrain from attaching media such as audio tapes or CD's, oversized documents, or photographs.**

We cannot process any media that cannot be scanned into the electronic record.

### **Please do not submit your original documents.**

All documents will be discarded after scanning.

### **Please do not submit confidential or privileged information.**

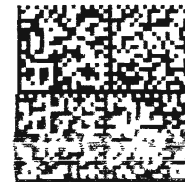
If information of this nature is important to your submission, please describe the nature of the information and indicate that it is available upon request. Bar counsel will contact you to make appropriate arrangements for the protection of any such information that is required as part of the investigation of the complaint.

Thank you for your consideration in this respect.



**THE FLORIDA BAR**  
651 EAST JEFFERSON STREET  
TALLAHASSEE, FL 32399-2300

*Visit our web site: [www.FLORIDABAR.org](http://www.FLORIDABAR.org)*



Hasler

016H16507356

**\$00.45**

08 17 2012

US POSTAGE

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

3448183567 R067



# Fax

From: Neil J. Gillespie  
8092 SW 115<sup>th</sup> Loop  
Ocala, FL 34481  
Telephone: (352) 854-7807

To: Catherine B. Chapman

---

Fax: (850) 222-2593

---

Date: August 17, 2012

---

Pages: eight (8), including this page

---

Re: Return of my file from Robert W. Bauer, Time is of the Essence

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Please see accompanying letter and supporting documents. Thank you.

NOTE: This fax and the accompanying information is privileged and confidential and is intended only for use by the above addressee. If you are not the intended recipient, you are hereby notified that any use, dissemination or copying of this fax and the accompanying communications is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone, collect if necessary, and return the original message to me at the above address via U.S. mail. Thank you for your cooperation.

All calls on home office business telephone extension (352) 854-7807 are recorded for quality assurance purposes pursuant to the business use exemption of Florida Statutes chapter 934, 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).

**EXHIBIT**

**APPENDIX 10**

August 17, 2012

Catherine B. Chapman  
Guilday, Tucker, Schwartz & Simpson, P.A.  
1983 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL 32308-7823

Dear Ms. Chapman:

On November 16, 2009 I contacted by certified mail Mr. Bauer for the return of my case file, as set forth in the attached letter. Mr. Bauer did not respond, so I went to his office November 20, 2009 and stated in my letter to get the file.

Mr. Bauer refused to provide the file, and claimed he did not receive my certified mail. When I arrived at his office, Mr. Bauer was standing in intimate proximity to a woman whom I assumed was his wife. Upon information and belief, that woman was actually a former employee, Beverly E. Lowe, whom Mr. Bauer later represented in a divorce case, according to the Alachua County Clerk's case summary in case 01 2010 DR 002561. Mr. Bauer responded further by letter November 23, 2009 as follows:

This letter will serve as confirmation that we are in receipt of your request for the return of your file. However, please be aware there is a current outstanding balance of 12,650 dollars and 13 cents in your case. The law allows an attorney to exercise a charging lean (sic) against a client file's prior to returning the file to the client. Please be aware that I intend to exercise my right to charging Lane (sic) against your file in the above now. Upon your satisfaction of the above lien I will happily return your file to you. Please be aware that I'm happy to consider any reasonable suggestion to resolve the situation.

Attached you will find Mr. Bauer's letters, one sent by certified mail, and one by first class mail.

Insofar as Mr. Rodems obtained a "Settlement Agreement and General Mutual Release" June 21, 2011 on behalf of Mr. Bauer in our dispute, I am asking you for the return of my file. Incidentally, I'm not sure that Mr. Bauer was correct in asserting a charging lien in 2009. Anyway, I need my file returned immediately. On August 13, 2012 you notified me that "I do not believe Mr. Rosemary (Mr. Rodems) has committed any misconduct." so I take that to mean you believe the Settlement Agreement and General Mutual Release binds Mr. Bauer.

Time is of the essence. Any delay could be taken as an obstruction of justice in my petition for writ of certiorari to The Supreme Court of the United States. Thank you.

Sincerely,



Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481  
(352) 854-7807  
Enclosures

**Neil J. Gillespie**  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481

Telephone: (352) 854-7807  
email: neilgillespie@mfi.net

VIA US CERTIFIED MAIL, RETURN RECEIPT  
Article No.: 7009 0820 0000 6708 7187

November 16, 2009

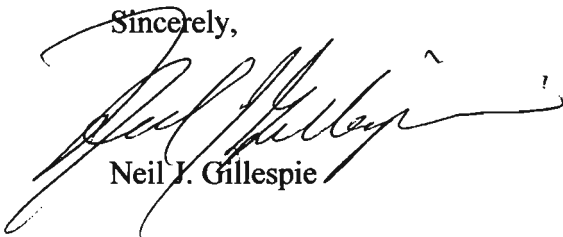
Robert W. Bauer, Attorney at Law  
Law Office of Robert W. Bauer, P.A.  
2815 NW 13<sup>th</sup> Street, Suite 200E  
Gainesville, FL 32609

RE: Gillespie v. Barker, Rodems & Cook, PA, case no.: 05-CA-7205

Dear Mr. Bauer:

This is a demand for return of the case file in the above captioned matter. Pending advice to the contrary, I will pick up the file in your office Friday, November 20, 2009, at 1:00pm.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil J. Gillespie", with a long, sweeping horizontal line extending to the right.

Neil J. Gillespie

"PADDOCK BRANCH POST OFFICE"  
 Ocala, Florida  
 344749998  
 1143840606 -0098  
 (352)861-8188 03:38:51 PM

| Product Description                            | Sale Qty             | Unit Price | Final Price |
|------------------------------------------------|----------------------|------------|-------------|
| 44c Anna Julia Cooper PSA                      | 3                    | \$0.44     | \$1.32      |
| GAINESVILLE FL 32609 Zone-1 First-Class Letter |                      |            | \$0.44      |
| 0.90 oz. Return Rcpt (Green Card)              |                      |            | \$2.30      |
| Certified                                      |                      |            | \$2.80      |
| Label #:                                       | 70090820000067087187 |            |             |
| Issue PVI:                                     |                      |            | \$5.54      |

Total: \$6.86

Paid by:  
 Cash \$10.00  
 Change Due: -\$3.14

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000202407341  
 Clerk: 16

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\*\*\*\*\*  
 \*\*\*\*\*

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 \*\*\*\*\*

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OFFICIAL USE

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

|                                                |          |
|------------------------------------------------|----------|
| Postage                                        | \$ 32.48 |
| Certified Fee                                  | \$ 0.44  |
| Return Receipt Fee (Endorsement Required)      | \$ 2.80  |
| Restricted Delivery Fee (Endorsement Required) | \$ 2.50  |
| Total Postage & Fees                           | \$ 40.00 |

Sent to: Robert W. Brewer, Attorney  
 Street, Apt. No. or PO Box No.: 2815 NW 13th St. Suite 200E  
 City, State, ZIP+4: Gainesville, FL 32609

PS Form 3800, August 2006 See Reverse for Instructions

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <p>2. Article Number (Transfer from service label) <b>7009 0820 0000 6708 7187</b></p>                                                                                                                                                                                                                                                                                                         |                                                                                                               |
| <p>1. Article Addressed to:</p> <p>Robert W. Brewer, Attorney<br/>         Law Office of Robert W. Brewer, PA<br/>         2815 NW 13th St. Suite 200E<br/>         Gainesville, FL 32609</p>                                                                                                                                                                                                  |                                                                                                               |
| <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail<br/> <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.<br/> <input type="checkbox"/> Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> |                                                                                                               |
| <p>4. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>                                                                                                                                                                                                                                     |                                                                                                               |
| <p>A. Signature <u>[Signature]</u></p> <p>B. Received by (Printed Name) <u>Robert W. Brewer</u></p> <p>C. Date of Delivery <u>11-17-09</u></p>                                                                                                                                                                                                                                                 | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY



*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.*  
*David M. Sams, Esq.*

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

---

November 23, 2009

Mr. Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

**By Regular and Certified Mail: 70070710000343197711**

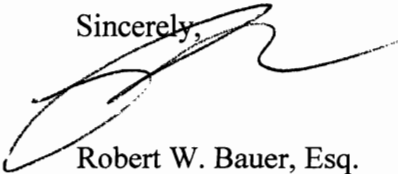
Re: Gillespie v. Barker Rodems and Cooke - 05CA007205 - 060703

Dear Mr. Gillespie:

This letter will serve as confirmation that we are in receipt of your request for the return of your file. However, please be aware there is a current outstanding balance of 12,650 dollars and 13 cents in your case. The law allows an attorney to exercise a charging lean against a client file's prior to returning the file to the client. Please be aware that I intend to exercise my right to charging Lane against your file in the above now. Upon your satisfaction of the above lien I will happily return your file to you. Please be aware that I'm happy to consider any reasonable suggestion to resolve the situation.

If you have questions please feel free to contact me on an unrecorded line.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert W. Bauer', with a stylized flourish extending from the end.

Robert W. Bauer, Esq.

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

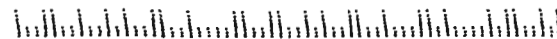
Address Service Requested

060703



Mr. Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

3448133557 R045



*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.*  
*David M. Sams, Esq.*

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

---

November 23, 2009

Mr. Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

**By Regular and Certified Mail: 70070710000343197711**

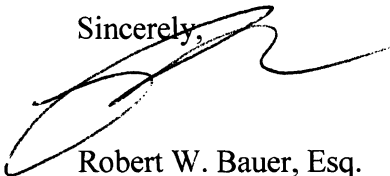
Re: Gillespie v. Barker Rodems and Cooke - 05CA007205 - 060703

Dear Mr. Gillespie:

This letter will serve as confirmation that we are in receipt of your request for the return of your file. However, please be aware there is a current outstanding balance of 12,650 dollars and 13 cents in your case. The law allows an attorney to exercise a charging lean against a client file's prior to returning the file to the client. Please be aware that I intend to exercise my right to charging Lane against your file in the above now. Upon your satisfaction of the above lien I will happily return your file to you. Please be aware that I'm happy to consider any reasonable suggestion to resolve the situation.

If you have questions please feel free to contact me on an unrecorded line.

Sincerely,



Robert W. Bauer, Esq.

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

Address Service Requested

060703

**CERTIFIED MAIL™**



7007 0710 0003 4319 7711



Mr. Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

3448173567



*The Law Offices of*  
**Robert W. Bauer, P.A.**

2815 NW 13th Street, Suite 200E, Gainesville, FL 32609  
www.bauerlegal.com  
~

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

---

August 24, 2012

Mr. Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

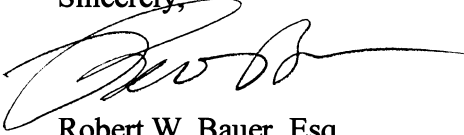
Re: Case # 05-CA-007205 – 060703

Dear Mr. Gillespie:

I am in receipt of your August 17, 2012 letter requesting your file. Mr. Rodem's 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 does bind you – but not us.

We continue to exercise our charging lien. 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.

Sincerely,



Robert W. Bauer, Esq.

**EXHIBIT**

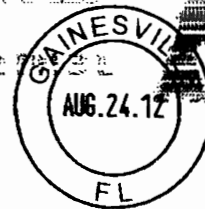
**APPENDIX 11**

Law Office of Robert W. Bauer, P.A.  
2815 NW 13th Street, Ste 200E  
Gainesville, FL 32609

ADDRESS SERVICE REQUESTED

JACKSONVILLE FL 320

25 AUG 2012



# 0000023396



Neil Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

34481356792



August 27, 2012

Sheryl L. Loesch, Clerk of Court  
U.S. District Court, Middle District of Florida  
401 West Central Boulevard, Suite 1200  
Orlando, Florida 32801-0120

RE: Gillespie v. Thirteenth Judicial Circuit, FL, et al.  
Case No.: 5:10-cv-00503-Oc-WTH-TBS

Dear Ms. Loesch:

In my letter to you dated April 5, 2012 I cited a number of failures by the Clerk in the above captioned case. As of today you have not responded. What accounts for your lack of response? In my view your conduct is inconsistent with the effective and expeditious administration of the business of the courts, and prejudicial to the administration of justice.

Also in my April 5, 2012 letter I wrote "In addition, the U.S. District Court for the Middle District of Florida does not appear to comply with the Americans with Disabilities Act. (ADA)."

At the time of that statement you knew, or should have known, that the ADA does not apply to the federal judiciary. Yet for some reason you remained silent. In my view you lied by omission.

On April 10, 2012 Chris Wolpert, Chief Deputy of Operations, U.S. District Court, N.D. Cal., responded to my query about the ADA and wrote in part, "My understanding is that the Americans With Disabilities Act does not apply to the Federal Judiciary." Mr. Wolpert is correct. A review of Title II shows the ADA only applies to a state or local government.

Ms. Loesch, for some reason neither you, Chief Judge Conway, nor Mr. Leanheart corrected my mistaken belief about the ADA. Ms. Loesch, what accounts for your lack of candor?

Pursuant to Local Rule 3.05, the Clerk improperly designated case 5:10-cv-503 as a Track Two Case September 30, 2010 for case management purposes, instead of a Track Three Case for complex litigation, see Plaintiff's Response To Order To Show Cause (Doc. 58). Ms. Loesch, who made that erroneous case management decision, and why?

Since April 5, 2012 it has come to my attention that the Clerk is in violation of the CM/ECF Order relative to my case, Administrative Procedures Order No. 6:07-MC-0027-ORL-19, signed by Chief Judge Patricia C. Fawsett February 28, 2007.

The CM/ECF Order states that electronic filing is mandatory:

**I(A) EFFECTIVE DATE**

Electronic filing is mandatory, unless otherwise permitted by these administrative procedures, by a general order of the Court, or by authorization of the Judge;. All documents filed in Civil and Criminal cases in this District on or after July 12,

**EXHIBIT**

**APPENDIX 12**

2004, no matter when a case was originally filed, shall be filed electronically.

The Court's CM/ECF Order requires pro se to file in paper format unless authorized to file electronically, but provides no information on how to obtain such authorization:

### III(C) PRO SE FILER

Unless authorized to file electronically, a pro se filer shall file any pleading and other paper in paper format. The Clerk will scan and file these papers electronically and will also maintain a paper file of such documents. If authorized by the assigned Judge, a party proceeding pro se may file electronically. If authorized to file electronically, the pro se filer must follow these procedures.

Ms. Loesch, why is there no information showing how a pro se filer can obtain authorization to e-file or file electronically? Please describe how a pro se filer can obtain authorization to e-file.

Ms. Loesch, as set forth in my letter to you of April 5, 2012, the Clerk failed to file on PACER Exhibits 1-15 to my Complaint (Doc. 1) in case no. 5:10-cv-503-oc-WTH-DAB. I provided paper copies to the Clerk for filing as required by the CM/ECF Order. However the Clerk failed to comply with the Order which required the Clerk to "scan and file these papers electronically". Ms. Loesch, why did the Clerk fail to put Exhibits 1-15 to my Complaint (Doc. 1) on PACER?

Ms. Loesch, because the Clerk failed to "scan and file" Exhibits 1-15 to the Complaint, U.S. Magistrate Judge David A. Baker located in Orlando was not able to access Exhibits 1-15 located in Ocala when making rulings in my case. What is your response to this issue?

Also in my letter to you of April 5, 2012 I asked about the following negligence by the Clerk:

The Clerk's incorrect date/time stamp on the Complaint (Doc. 1) in case 5:10-cv-503.  
The Clerk's entry of an incorrect address for me, necessitating a corrective motion. (Doc. 9)  
The Clerk's entry of an incorrect phone number for me, necessitating a corrective motion. (Doc. 15)  
The Clerk's failure to offer pro se services or a pro se handbook.

### Pro Se E-filing Prohibition by the District Court is Unconstitutional

Pro se e-filing prohibition in the District Court cost me not less than \$1,094.94, and 178.5 hours labor relative to my two cases, 5:10-cv-503 and 5:11-cv-539, as set forth in Motion to Apply Funds Toward Filing Fees (Doc. 70) and attached *Notice of Pro Se Electronic Case Filing Prohibition By District Court*, filed in Case 5:10-cv-00503-WTH-TBS Document 70 Filed 07/30/12 Page 1 of 88 PageID 1863.

This Court's CM/ECF Order is discriminatory to pro se filers, and contrary to PACER's mandate: "Public Access" to Court Electronic Records. CM/ECF keeps out-of-pocket expenses low, gives concurrent access to case files by multiple parties, and offers expanded search and reporting capabilities. The system also offers the ability to: immediately update dockets and



make them available to users, file pleadings electronically with the court, and download documents and print them directly from the court system. <http://www.pacer.gov/cmecf/>

This Court's CM/ECF Order violates Constitutionally protected rights of pro se filers:

First Amendment, Pro se free speech, pro se right to petition for a governmental redress of grievances, in the customary manner;

Fifth Amendment, deprivation of liberty to pro se filers to file electronically;

Eighth Amendment, prohibition from excessive fines; the excessive cost to pro se filers to make, transport, and mail or serve by courier paper filings to the Court;

Ninth and Tenth Amendments, the Constitution does not prohibit pro se electronic filing, so that right is retained by the people;

Fourteenth Amendment, the due process clause, and the equal protection clause.

E-filing is also a disability accommodation as set forth in Motion to Apply Funds Toward Filing Fees (Doc. 70) and paragraph 16 of the attached Exhibit 4, *Notice of Pro Se Electronic Case Filing Prohibition By District Court*, filed in Case 5:10-cv-00503-WTH-TBS Document 70 Filed 07/30/12 Page 1 of 88 PageID 1863.

Ms. Loesch, please explain the role of Clerk. Is the Clerk an independent entity in service to the U.S. Courts and the public? Or is the Clerk subservient to those who reappoint him or her?

Ms. Loesch, what action did James Leanheart, Court Operations Supervisor, take regarding my letter to him August 30, 2010? The letter was Exhibit 2 and discussed on page 3 of my April 5, 2012 letter to you, the section titled "Pre-litigation Communication With James Leanheart".

Ms. Loesch, what accounts for the Clerk's negligence in my case, its malfeasance, misfeasance or nonfeasance? Time is of the essence. I am preparing a petition for writ of certiorari to the U.S. Supreme Court and need this information now. Please respond immediately. Thank you.

Sincerely,



Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

cc: United States Senator Bill Nelson  
Hon. Anne C. Conway, Chief United States District Judge

U.S. Senator Bill Nelson  
Landmark Two  
225 East Robinson Street, Suite 410  
Orlando, Florida 32801

August 27, 2012

Dear Senator Nelson:

Enclosed is a copy of my letter sent today to Sheryl Loesch, Clerk of the U.S. District Court in Orlando, asking about the Clerk's role in the misuse and denial of judicial process in my case. This is provided to you as a complaint about the U.S. District Court for the Middle District of Florida. Ms. Loesch failed to respond to an earlier letter sent April 5, 2012 letter, copy enclosed. Can you compel a response from Ms. Loesch? Currently I am making a petition for writ of certiorari to the U.S. Supreme Court on these and other issues, and will provide you a copy.

Chief Judge Anne Conway responded to my concerns with a one liner: "I am in receipt of your correspondence dated March 22, 2012. Since this case is not assigned to me there is nothing I can do to assist you." A copy of the April 25, 2012 reply of Chief Judge Conway is enclosed. This is the kind of response one might expect from a court in a banana republic. Apparently Chief Judge Conway is unaware of the oversight duties of a Chief Judge of a U.S. District Court.

During the course of litigation I visited the Ocala Division of the U.S. District Court for the Middle District of Florida about 50 times in the last two years. The Ocala Division is like a ghost town, empty when I visit but for myself and the staff. It appears that court personnel had plenty of time to comply with the Court's CM/ECF Order discussed in my letter to Ms. Loesch. But for some reason the Clerk did not "scan and file" Exhibits 1-15 to my Complaint in 5:10-cv-00503.

On April 17, 2012 I wrote to Courtroom Deputy Maurya McSheehy asking why Judge Hodges provided her copies of documents in my case. (see enclosed). As of today Deputy McSheehy has not responded. Sen. Nelson, I would like to understand more about this issue. If Judge Hodges' impartiality might reasonably be questioned, then he is required under 28 USC § 455(a) to disqualify himself. Earlier in the case Judge Hodges failed to disqualify himself when I brought to his attention a conflict of interest. Judge Hodges has a financial interest in Bank of America during a time when Bank of America had announced home mortgage foreclosure against me.

As described in my April 5, 2012 letter to Ms. Loesch, the U.S. District Court for the Northern District of California is far ahead of Florida in providing court services to its citizens. What can be done to make the Middle District of Florida serve our citizens fairly? Thank you.

Sincerely,



Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

Enclosures

cc: Hon. Anne C. Conway, Chief United States District Judge  
Sheryl L. Loesch, Clerk of Court

**EXHIBIT**

**APPENDIX 13**

**United States District Court**  
Middle District of Florida  
George C. Young Courthouse and Federal Building  
401 West Central Boulevard, Suite 6750  
Orlando, FL 32801-0675

**Anne C. Conway**  
Chief Judge

407-835-4270

April 25, 2012

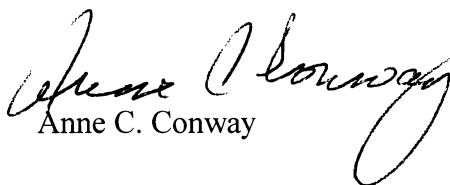
Mr. Neil J. Gillespie  
8092 SW 115<sup>th</sup> Loop  
Ocala, FL 34481

Re: Gillespie v. The Thirteenth Judicial Circuit, Florida, et al.  
Case No. 5:10-cv-503-Oc-10TBS

Dear Mr. Gillespie,

I am in receipt of your correspondence dated March 22, 2012. Since this case is not assigned to me there is nothing I can do to assist you.

Sincerely,

  
Anne C. Conway

VIA USPS First Class Mail

April 17, 2012

Maurya McSheehy, Courtroom Deputy  
U.S. District Court, MD of Florida, Ocala Division  
Golden-Collum Memorial Federal Building & US Courthouse  
207 NW Second Street, Room 337  
Ocala, Florida 34475-6666

RE: Estate of Penelope Gillespie v. Thirteenth Judicial Circuit, Florida et al.,  
Case No. 5:11-cv-00539

Dear Deputy McSheehy:

It has come to my attention that the Court in the above captioned matter provided you with copies of documents in the case, including the following:

Order To Show Cause, Doc. 11, December 19, 2011

Order Dismissing Case, Doc. 18, January 24, 2012

Order, denied leave to proceed in forma pauperis, Doc. 22, February 27, 2012

This appears unusual as you are not a party to the litigation, nor were you provided documents in a related case, Gillespie v. Thirteenth Judicial Circuit, Florida et al., Case No. 5:10-cv-00503.

Kindly advise the undersigned why you were provided documents in Case No. 5:11-cv-00539.

Also, please advise the undersigned as to your supervisor so I may follow-up. Thank you.

Sincerely,

A handwritten signature in cursive script, reading "Neil J. Gillespie".

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481

**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

John Ley  
Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

July 16, 2012

Neil J. Gillespie  
8092 SW 115TH LOOP  
OCALA, FL 34481

Appeal Number: 12-11028-B  
Case Style: Estate of Penelope Gillespie, et al v. Thirteenth Judicial Circuit, F, et al  
District Court Docket No: 5:11-cv-00539-WTH-TBS

Enclosed is your "Response to Order", which should go to the Supreme Court of the United States, and is being returned to you. The procedure for filing a notice of appeal from a decision of a United States Court of Appeals was abolished by statute effective September 25, 1988.

Please note that a copy of this court's opinion, the judgment, and any order on rehearing should be attached as an appendix to any petition for writ of certiorari filed in the Supreme Court. See Supreme Court Rule 14.1(i).

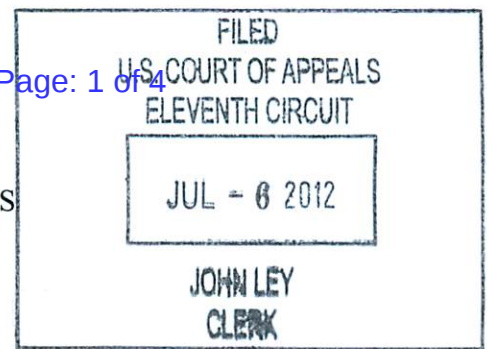
Sincerely,

JOHN LEY, Clerk of Court

Reply to: Melanie Gaddis, B  
Phone #: (404) 335-6187

SPCT-5 NOA to SC rtnd to prose





UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

ESTATE OF PENELOPE GILLESPIE,  
NEIL J. GILLESPIE,

Plaintiffs/Appellants,

vs.

CASE NO.: 12-11028-B

THIRTEENTH JUDICIAL CIRCUIT,  
FLORIDA, et al.

Defendants/Appellees.

RESPONSE TO ORDER

Appellants, Neil J. Gillespie ("Gillespie") and Estate of Penelope Gillespie, hereby respond to the Order of this Court entered June 19, 2012, and state:

1. Gillespie is unable due to indigence and/or insolvency to pay to the District Court Clerk the \$450 docket and \$5 filing fees. On June 8, 2012 Gillespie received Notice of Default and Intent to Foreclose on his home. (Exhibit 1). Gillespie is preparing a defense to the Notice because he cannot pay the \$108,056.19 demanded by RMS. Gillespie has nowhere else to move and would become homeless if his defense to the foreclosure is not successful.
2. Gillespie appreciates that the Court granted his motion for leave to amend his request for disability accommodations. Gillespie plans to submit his amended request for disability accommodations by July 24, 2012, since the Court did not specify a time.

RESPECTFULLY SUBMITTED July 3, 2012.

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

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing was provided July 3, 2012 by email only to Catherine Earbara Chapman (catherine@guildaylaw.com), Guilday, Tucker, Schwartz & Simpson, P.A. 1983 Centre Pointe Boulevard, Suite 200. Tallahassee, FL 32308-7823, counsel for Robert W. Bauer, et al.

  
Neil J. Gillespie



June 8, 2012

Sent Via Certified Mail

Penelope Gillespie

Loan Number: 69977

Property Address: 8092 SW 115TH LOOP  
OCALA, FL 34481

**NOTICE OF DEFAULT AND INTENT TO FORECLOSE**

Dear Penelope Gillespie:

Reverse Mortgage Solutions, Inc., (herein as "RMS") is currently servicing your mortgage loan that is secured by the above referenced property. You are hereby formally notified that the mortgage loan associated with the referenced Deed of Trust/Mortgage is in default because of the death of the primary mortgagor and the loan must be paid in full.

To cure this default, you must forward funds in the amount of \$108,056.19 consisting of the principal due, plus all interest and fees through July 8, 2012.

**It is possible that after payment of the amounts detailed above there may be other fees still due and owing, including but not limited to other fees, escrow advances or corporate advances that RMS paid on your behalf or advanced to your account.**

This letter is a formal demand to pay \$108,056.19. If the default is not paid in full by July 8, 2012, RMS will take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

**IF YOU ARE UNABLE TO PAY YOUR ACCOUNT IN FULL, RMS offers consumer assistance programs designed to help resolve delinquencies and avoid FORECLOSURE. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternatives. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at (866) 503-5559, between the hours of 8:30 AM and 5:00 PM CST. WE ARE VERY INTERESTED IN ASSISTING YOU.**

The default above can be cured by payment of the total payoff amount plus any additional fees that become due by July 8, 2012. Note that additional charges, costs and fees may become due during the period between today's date and the date the aforementioned payments are received. Please contact our Collection Department at (866) 503-5559 to obtain updated payoff information.

Please include your loan number and property address with your payment and send to:

Reverse Mortgage Solutions, Inc.  
2727 Spring Creek Drive  
Spring, TX 77373

562439



12-02121-1  
Page 1 of 2



If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling (866) 503-5559.

You have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration or foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

**Attention Service members and dependents:** The Federal Service Members' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last nine (9) months, AND joined after signing the Note and Security Instrument now in default, please notify RMS immediately. When contacting RMS as to your military service, you must provide positive proof as to your military status. If you do not provide this information, it will be assumed that you are not entitled to protection under the above-mentioned Act.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. You may contact HUD Government Counseling which provides free or low-cost housing counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

**NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE.** If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling a. You may call the following toll-free number to request assistance from the Homeownership Preservation Foundation: (888) 995-HOPE (4637). If you wish, you may also contact us directly at (866) 503-5559 and ask to discuss possible options.

This matter is very important. Please give it your immediate attention.

Sincerely,

Reverse Mortgage Solutions, Inc.  
(866) 503-5559

**FEDERAL LAW REQUIRES US TO ADVISE YOU THAT REVERSE MORTGAGE SOLUTIONS, INC. IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.**



August 28, 2012

The Honorable William K. Suter  
Clerk of the Court  
Supreme Court of the United States  
1 First Street, NE  
Washington, DC 20543

Dear General Suter:

This is a request for disability accommodation, or information thereto, for a non-lawyer, pro se, law-abiding petitioner for writ of certiorari to the Supreme Court of the United States.

Is there a procedure for appointing a disability advocate? Or a guardian ad litem?

I believe the federal judiciary is subject to The Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et. seq., and not The Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 et seq.

I am an indigent, fifty-six (56) year-old single man, law-abiding, college educated, and a former business owner, who has physical and mental impairments that substantially limit my life activities. I was determined totally disabled in 1994 by Social Security. I have a record of impairment since birth. I am also regarded by others as being impaired. The record shows I suffer from depression, post traumatic stress disorder (PTSD), diabetes type II adult onset, traumatic brain injury (TBI), velopharyngeal incompetence (VPI), craniofacial disorder, and impaired hearing. The Florida Division of Vocational Rehabilitation determined that my disability was too severe for rehabilitation to result in employment.

I am having difficulty understanding the procedure of the Supreme Court of the United States. Since May 31, 2011 I have contacted the Supreme Court five times to little or no avail:

July 23, 2012 letter to the Clerk on combining petitions; Mr. Jeffrey Atkins responded, copy enclosed as Exhibit 1.

August 13, 2012 Rule 13.5 Application for extension of time to file petition, with motion to appoint a guardian ad litem; Mr. Clayton Higgins responded, denied, Exhibit 2.

August 20, 2012 petition for writ of certiorari; Mr. Clayton Higgins responded, petition filed out of time because "The May 22, 2012 order from the Florida Supreme Court does not appear to be a order denying a timely petition for rehearing." Exhibit 3. I am sure this order was provided August 13, 2012 and the Clerk did not object then on this basis.

In 2011 I made two Rule 22 Applications for stay or injunction. The state court dismissed the public defender appointed to represent me at a civil contempt hearing. Exhibit 4. Because of mental impairment I could not represent myself. Without counsel, on June 1, 2011 a warrant for my arrest was issued on a writ of bodily attachment, on motion by my former lawyers Barker, Rodems & Cook, for the purpose of a coercive confinement to force a settlement in civil litigation.

May 31, 2011 Rule 22 Application for stay or injunction; Mr. Danny Bickell returned my

**EXHIBIT**

**Appendix 15**

application denied June 2, 2011. Exhibit 5. Upon information and belief, my application contained the things required. See Doc. 44, 5:10-cv-00503-WTH-TBS.

June 11, 2011 Rule 22 Application for stay or injunction; Mr. Clayton Higgins returned my application denied June 15, 2011. Exhibit 6. Upon information and belief, my application contained the things required. See Doc. 44, 5:10-cv-00503-WTH-TBS.

In the past Dr. Karin Huffer served as my disability advocate, but due to indigence I can no longer afford her services. However Dr. Huffer remains interested in this matter, and will do what is possible to assist me. Dr. Huffer's letter of October 28, 2010 appears at Exhibit 7.

As shown in Dr. Huffer's letter, I have been subjected to ongoing denial of disability accommodations, and exploitation of disability. Dr. Huffer wrote, paragraph 2:

As the litigation has proceeded, Mr. Gillespie is routinely denied participatory and testimonial access to the court. He is discriminated against in the most brutal ways possible. He is ridiculed by the opposition, accused of malingering by the Judge and now, with no accommodations approved or in place, Mr. Gillespie is threatened with arrest if he does not succumb to a deposition. This is like threatening to arrest a paraplegic if he does not show up at a deposition leaving his wheelchair behind.

Dr. Huffer also wrote "He is left with permanent secondary wounds." (page 2). Also:

It is against my medical advice for Neil Gillespie to continue the traditional legal path without properly being accommodated. It would be like sending a vulnerable human being into a field of bullies to sort out a legal problem. (page 2, ¶1)

On July 7, 2011 I noticed and filed in the District Court "Verified Notice of Filing Disability Information of Neil J. Gillespie". Exhibit 9. Dr. Huffer's report is found at *Exhibit 1* therein.

On leave of the U.S. Court of Appeals, August 6, 2012 I submitted *Amended Motion for Disability Accommodation*, copy appears at Exhibit 8. Just the 42 page disability motion is enclosed. The full Motion and Appendixes 1-3 are posted on Scribd, 251 pages, <http://www.scribd.com/doc/102585752/Amended-Disability-Motion-12-11213-C-C-A-11>.

Please advise on disability accommodation for a non-lawyer, pro se, law-abiding petitioner for writ of certiorari to the Supreme Court of the United States. Thank you for your consideration.

Sincerely,



Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, Florida 34481  
Telephone: (352) 854-7807  
Email: neilgillespie@mfi.net  
Enclosures

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

July 25, 2012

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: Neil J. Gillespie v. Thirteenth Judicial Circuit, et al.


Dear Mr. Gillespie:

In response to your letter of July 23, 2012, you may only submit a single petition for a writ of certiorari when two or more judgments are sought to be reviewed to the same lower court. Rule 12.4. This also applies to an application for an extension of time within which to file a petition for a writ of certiorari.

The Rules of this Court are enclosed.

Sincerely,  
William K. Suter, Clerk

By:

  
Jeffrey Atkins  
(202) 479-3263

Enclosures

**EXHIBIT**

**1**

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

August 17, 2012

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: Gillespie v. Barker, Rodems and Cook, et al.

Dear Mr. Gillespie:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case was sent by commercial carrier August 13, 2012 and received August 15, 2012. The papers are returned for the following reason(s):

The lower court opinion must be appended . Rule 13.5.

The application does not specify the amount of additional time requested. Rule 13.5.

The application does not set forth with specificity the reasons why the granting of an extension of time is thought justified. Rule 13.5.

It is impossible to determine the timeliness of your application for an extension of time without the lower court opinions.

A copy of the corrected application must be served on opposing counsel.

If you are attempting to file the extension of time to file your petition for writ of certiorari seeking review of both state and federal court orders, you must file separate extension requests. You may not consolidate state and federal court orders.

Sincerely,

William K. Suter, Clerk

By:

  
Clayton R. Higgins, Jr.

(202) 479-3019

Enclosures

**EXHIBIT**

**2**

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

August 23, 2012

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: Gillespie v. Barker, Rodems and Cook, et al.  
(FLSC No. SC11-1622)

Dear Mr. Gillespie:

The above-entitled petition for writ of certiorari was sent by commercial carrier August 20, 2012 and received August 22, 2012. The papers are returned for the following reason(s):

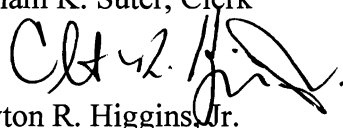
The petition is out-of-time. The date of the lower court judgment or order denying a timely petition for rehearing was March 12, 2012. Therefore, the petition was due on or before June 11, 2012. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

The May 22, 2012 order from the Florida Supreme Court does not appear to be a order denying a timely petition for rehearing.

Sincerely,

William K. Suter, Clerk

By:

  
Clayton R. Higgins, Jr.  
(202) 479-3019

Enclosures

**EXHIBIT**

**3**

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

NEIL J. GILLESPIE,

Plaintiff,

VS.

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

Defendants.

CASE NUMBER: 05-CA-7205

DIVISION: J

**OFFICE OF THE PUBLIC DEFENDER'S MOTION FOR CLARIFICATION**

COMES NOW, the undersigned on behalf of the Office of the Public Defender, to seek clarification of a Clerk's Determination dated May 27, 2011, attached hereto as Exhibit A, allegedly appointing the Office of the Public Defender on behalf of the plaintiff, Neil Gillespie, in this cause based upon the following:

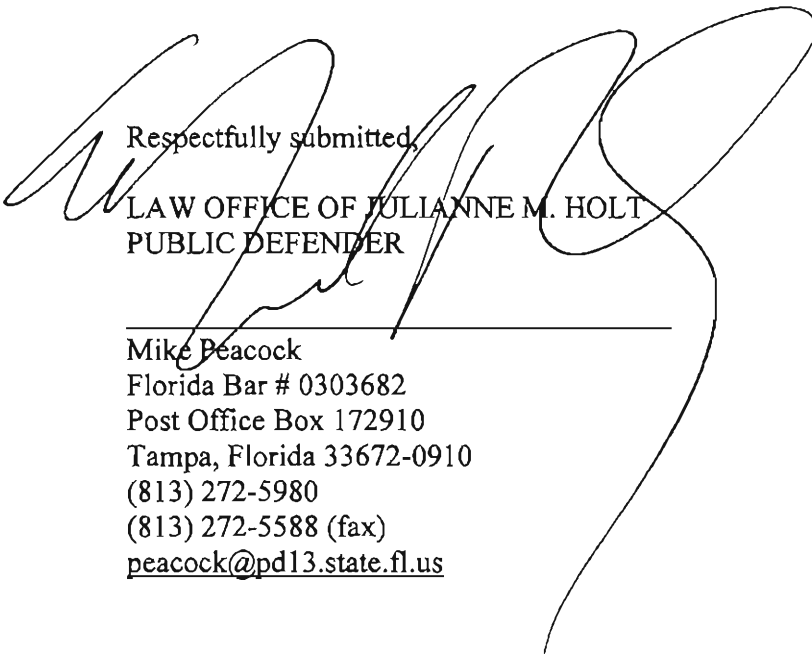
1. An Application for Criminal Indigent Status and Clerk's Determination attached hereto as Exhibit A purports to appoint the Office of the Public Defender to represent the plaintiff in this cause.

2. It appears from the docket in this cause that Neil Gillespie is the plaintiff in this cause and that he is before the Court based upon an Order to Show Cause.

3. Section 27.51, Florida Statutes, sets forth the duties of the Public Defender. The duties of the Public Defender under Section 27.51(b)(3), Florida Statutes, provide that the Public Defender can be appointed in an action for criminal contempt; however, there is no basis for a belief that the plaintiff in this cause, Neil Gillespie, is facing an action for criminal contempt.

WHEREFORE, the undersigned seeks to clarify with the Court the applicability of the Application for Criminal Indigent Status and Clerk's Determination as evidenced in Exhibit A, attached hereto.

I HEREBY CERTIFY that a copy of the foregoing motion has been furnished to Neil Gillespie, 8092 SW 115<sup>th</sup> Loop, Ocala, FL 34481, Ryan C. Rodems, Esq. of Barker, Rodems & Cook, P.A., 400 North Ashley Drive, Suite 2100, Tampa, FL 33602, and to Richard L. Coleman, Esq., P.O. Box 5437, Valdosta, GA 31603, by hand or U.S. mail delivery, this 1<sup>st</sup> day of June, 2011.



Respectfully submitted,

LAW OFFICE OF JULIANNE M. HOLT  
PUBLIC DEFENDER

---

Mike Peacock  
Florida Bar # 0303682  
Post Office Box 172910  
Tampa, Florida 33672-0910  
(813) 272-5980  
(813) 272-5588 (fax)  
[peacock@pd13.state.fl.us](mailto:peacock@pd13.state.fl.us)

/km



IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

STATE OF FLORIDA vs.

Neil Gillespie

CASE NO.

05-CA-007205

Defendant/Minor Child

**APPLICATION FOR CRIMINAL INDIGENT STATUS**

☒ I AM SEEKING THE APPOINTMENT OF THE PUBLIC DEFENDER

OR

☐ I HAVE A PRIVATE ATTORNEY OR AM SELF-REPRESENTED AND SEEK DETERMINATION OF INDIGENCE STATUS FOR COSTS

Notice to Applicant: The provision of a public defender/court appointed lawyer and costs/due process services are not free. A judgment and lien may be imposed against all real or personal property you own to pay for legal and other services provided on your behalf or on behalf of the person for whom you are making this application. There is a \$50.00 fee for each application filed. If the application fee is not paid to the Clerk of the Court within 7 days, it will be added to any costs that may be assessed against you at the conclusion of this case. If you are a parent/guardian making this affidavit on behalf of a minor or tax-dependent adult, the information contained in this application must include your income and assets.

1. I have 0 dependents. (Do not include children not living at home and do not include a working spouse or yourself.)
2. I have a take home income of \$ 1744 paid ( ) weekly ( ) bi-weekly ( ) semi-monthly ( ) monthly ( ) yearly  
(Take home income equals salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered support payments)
3. I have other income paid ( ) weekly ( ) bi-weekly ( ) semi-monthly ( ) monthly ( ) yearly: (Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")
- |                                |                    |    |                                                                        |        |    |
|--------------------------------|--------------------|----|------------------------------------------------------------------------|--------|----|
| Social Security benefits.....  | Yes \$ <u>1744</u> | No | Veterans' benefit.....                                                 | Yes \$ | No |
| Unemployment compensation..... | Yes \$             | No | Child support or other regular support from family members/spouse..... | Yes \$ | No |
| Union Funds.....               | Yes \$             | No | Rental income.....                                                     | Yes \$ | No |
| Workers compensation.....      | Yes \$             | No | Dividends or interest.....                                             | Yes \$ | No |
| Retirement/pensions.....       | Yes \$             | No | Other kinds of income not on the list.....                             | Yes \$ | No |
| Trusts or gifts.....           | Yes \$             | No |                                                                        |        |    |
4. I have other assets: (Circle "Yes" and fill in the value of the property, otherwise circle "No." Use the back of this form to provide additional information.)
- |                                                              |                   |    |                                                                                            |                    |    |
|--------------------------------------------------------------|-------------------|----|--------------------------------------------------------------------------------------------|--------------------|----|
| Cash.....                                                    | Yes \$ <u>00</u>  | No | Savings.....                                                                               | Yes \$ <u>2011</u> | No |
| Bank account(s).....                                         | Yes \$            | No | Stocks/bonds.....                                                                          | Yes \$             | No |
| Certificates of deposit or money market accounts.....        | Yes \$            | No | *Equity in Real estate (excluding homestead).....                                          | Yes \$             | No |
| *Equity in Motor Vehicles/Boats/Other tangible property..... | Yes \$ <u>300</u> | No | *Equity means value minus loans. Also list any expectancy in an interest in such property. |                    |    |
| List the year/model and tag #: <u>1998 Dodge Van</u>         |                   |    | List the address of this property:                                                         |                    |    |
|                                                              |                   |    | Address                                                                                    |                    |    |
|                                                              |                   |    | City, State, Zip                                                                           |                    |    |
|                                                              |                   |    | County of Residence                                                                        |                    |    |
5. I have a total amount of liabilities and debts in the amount of \$ 44,000
6. I receive: (Circle "Yes" or "No")
- |                                                              |     |    |
|--------------------------------------------------------------|-----|----|
| Temporary Assistance for Needy Families-Cash Assistance..... | Yes | No |
| Poverty-related veterans' benefits.....                      | Yes | No |
| Supplemental Security Income (SSI).....                      | Yes | No |
7. I have been released on bail in the amount of \$ 0 Cash 0 Surety 0 Posted by: Self 0 Family 0 Other 0

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 27.52, F.S., commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S., or s. 775.083, F.S. I attest that the information I have provided on this Application is true and accurate to the best of my knowledge.

Signed this 27 day of May, 2011.

Signature of Applicant for Indigent Status

Date of Birth 3-19-1956

Print Full Legal Name

Driver's license or ID number G421-630-560970

Address

City, State, Zip

Phone number

Neil S Gillespie  
8092 SW 115th Ave  
CAIA FL 33481  
352-854-7807

**CLERK'S DETERMINATION**

☒ Based on the information in this Application, I have determined the applicant to be ☒ Indigent ( ) Not Indigent

☒ The Public Defender is hereby appointed to the case listed above until relieved by the Court.

Dated this 27 day of May, 2011

PAT FRANK  
Clerk of the Circuit Court

Deputy Clerk

This form was completed with the assistance of  
Clerk/Deputy Clerk/Other authorized person

APPLICANTS FOUND NOT INDIGENT MAY SEEK REVIEW BY ASKING FOR A HEARING TIME. Sign here if you want the Judge to review the clerk's decision of not indigent.

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

NEIL J. GILLESPIE,  
Plaintiff,

CASE NUMBER.: 05-CA-7205

DIVISION: J

v.

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

\_\_\_\_\_ /

**ORDER RELIEVING THE OFFICE OF THE PUBLIC DEFENDER OF THE  
THIRTEENTH JUDICIAL CIRCUIT FROM REPRESENTATION  
OF PLAINTIFF NEIL GILLESPIE**

THIS CAUSE having come to be heard on the Motion of the Office of the Public Defender for Clarification and the Court being fully advised in the premises does hereby relieve the Office of the Public Defender of the Thirteenth Judicial Circuit from representation of the plaintiff in this cause as there is no lawful basis for the appointment of the Office of the Public Defender to represent the plaintiff in the cause currently before the Court.

DONE AND ORDERED at Tampa, Hillsborough County, Florida on this \_\_\_\_\_ day of June, 2011.

\_\_\_\_\_  
HONORABLE JAMES D. ARNOLD  
CIRCUIT COURT JUDGE  
THIRTEENTH JUDICIAL CIRCUIT  
HILLSBOROUGH COUNTY, FLORIDA

Copies furnished to:

\_\_\_\_\_  
Neil Gillespie, 8092 SW 115<sup>th</sup> Loop, Ocala, FL 34481

Ryan C. Rodems, Barker, Rodems & Cook, 400 North Ashley Dr., Ste. 2100, Tampa, FL 33602

Richard L. Coleman, Esq., P.O. Box 5437, Valdosta, GA 31603

Mike Peacock, Office of the Public Defender

/km

**ORIGINAL SIGNED**

**JUN - 1 2011**

**JAMES D. ARNOLD  
CIRCUIT JUDGE**

Law Offices of  
**JULIANNE M. HOLT**  
Public Defender

Thirteenth Judicial Circuit of Florida  
700 E. Twiggs Street, 5th Floor  
P.O. Box 172910  
Tampa, Florida 33672-0910



MR NEIL GILLESPIE  
8092 SW 115<sup>TH</sup> LOOP  
OCALA FL 34481



ATTORNEY - CLIENT  
Privilege Applies

3448183867



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

**NEIL J. GILLESPIE,**

**Plaintiff,**

**vs.**

**Case No.: 05CA7205**

**Division: J**

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

**Defendants.**

---

**WRIT OF BODILY ATTACHMENT**

**THE STATE OF FLORIDA:**

**To Each Sheriff of the State:**

It appearing to the Court that **NEIL J. GILLESPIE**, of 8092 SW 115<sup>th</sup> Loop, Ocala, Florida 34481, although properly served with the Order to Show Cause entered May 4, 2011, failed to appear on June 1, 2011 and show cause, if any, why he should not be held in contempt for failure to appear for deposition and produce documents pursuant to the Notice Of Deposition Duces Tecum as ordered by this Court.

This Writ, therefore, is to command you to take **NEIL J. GILLESPIE** into custody and bring him before the Honorable James D. Arnold, at Courtroom 501, 800 East Twiggs Street, Tampa, Florida 33602, immediately, and within 72 hours after he is taken into custody, for a hearing to determine whether he shall be held in custody until the deposition ordered by the Court is completed.

Service and execution of this Writ may be made on any day of the week and any time of the day or night.

DONE AND ORDERED in Chambers at Tampa, Hillsborough County, Florida, this 1<sup>st</sup> day of June, 2011.

James D. Arnold  
Circuit Judge

**ORIGINAL SIGNED**

**JUN - 1 2011**

**JAMES D. ARNOLD  
CIRCUIT JUDGE**

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

June 2, 2011

Neil Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: Gillespie v. Barker, Rodems & Cook, et al.  
Application for Stay or Injunction

Dear Mr. Gillespie:

Your application for stay or injunction, received June 2, 2011 is herewith returned for the following reason(s):

You failed to comply with Rule 23.3 of the Rules of this Court which requires that you first seek the same relief in the appropriate lower courts and attach copies of the orders from the lower courts to your application filed in this Court.

You failed to identify the judgment you are asking the Court to review and to append a copy of the order or opinion as required by Rule 23.3 of this Court's Rules.

You are required to state the grounds upon which this Court's jurisdiction is invoked, with citation of the statutory provision.

Sincerely,  
William K. Suter, Clerk

By: 

Danny Bickell  
(202) 479-3024

Enclosures



**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

June 15, 2011

Neil Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481

RE: In Re Neil J. Gillespie

Dear Mr. Gillespie:

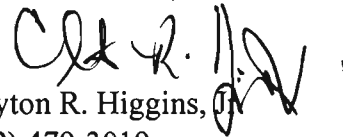
The above-entitled petition for an extraordinary writ of prohibition was received on June 15, 2011. The papers are returned for the following reason(s):

The petition does not show how the writ will be in aid of the Court's appellate jurisdiction, what exceptional circumstances warrant the exercise of the Court's discretionary powers, and why adequate relief cannot be obtained in any other form or from any other court. Rule 20.1.

The petition does not follow the form prescribed by Rule 14 as required by Rule 20.2.  
A copy of the corrected petition must be served on opposing counsel.

Sincerely,  
William K. Suter, Clerk

By:

  
Clayton R. Higgins, Jr.  
(202) 479-3019

Enclosures

**EXHIBIT**

**6**

## DR. KARIN HUFFER

Licensed Marriage and Family Therapist #NV0082  
ADAAA Titles II and III Specialist  
Counseling and Forensic Psychology  
3236 Mountain Spring Rd. Las Vegas, NV 89146  
702-528-9588 www.lvaallc.com

October 28, 2010

To Whom It May Concern:

I created the first request for reasonable ADA Accommodations for Neil Gillespie. The document was properly and timely filed. As his ADA advocate, it appeared that his right to accommodations offsetting his functional impairments were in tact and he was being afforded full and equal access to the Court. Ever since this time, Mr. Gillespie has been subjected to ongoing denial of his accommodations and exploitation of his disabilities

As the litigation has proceeded, Mr. Gillespie is routinely denied participatory and testimonial access to the court. He is discriminated against in the most brutal ways possible. He is ridiculed by the opposition, accused of malingering by the Judge and now, with no accommodations approved or in place, Mr. Gillespie is threatened with arrest if he does not succumb to a deposition. This is like threatening to arrest a paraplegic if he does not show up at a deposition leaving his wheelchair behind. This is precedent setting in my experience. I intend to ask for DOJ guidance on this matter.

While my work is as a disinterested third party in terms of the legal particulars of a case, I am charged with assuring that the client has equal access to the court physically, psychologically, and emotionally. Critical to each case is that the disabled litigant is able to communicate and concentrate on equal footing to present and participate in their cases and protect themselves.

Unfortunately, there are cases that, due to the newness of the ADAAA, lack of training of judicial personnel, and entrenched patterns of litigating without being mandated to accommodate the disabled, that persons with disabilities become underserved and are too often ignored or summarily dismissed. Power differential becomes an abusive and oppressive issue between a person with disabilities and the opposition and/or court personnel. The litigant with disabilities progressively cannot overcome the stigma and bureaucratic barriers. Decisions are made by medically unqualified personnel causing them to be reckless in the endangering of the health and well being of the client. This creates a severe justice gap that prevents the ADAAA from being effectively applied. In our adversarial system, the situation can devolve into a war of attrition. For an unrepresented litigant with a disability to have a team of lawyers as adversaries, the demand of litigation exceeds the unrepresented, disabled litigant's ability to maintain health while pursuing justice in our courts. Neil Gillespie's case is one of those. At this juncture the harm to Neil Gillespie's health, economic situation, and general diminishment of him in terms of his legal case cannot be overestimated and this bell

cannot be unrung. He is left with permanent secondary wounds.

Additionally, Neil Gillespie faces risk to his life and health and exhaustion of the ability to continue to pursue justice with the failure of the ADA Administrative Offices to respond effectively to the request for accommodations per Federal and Florida mandates. It seems that the ADA Administrative offices that I have appealed to ignore his requests for reasonable accommodations, including a response in writing. It is against my medical advice for Neil Gillespie to continue the traditional legal path without properly being accommodated. It would be like sending a vulnerable human being into a field of bullies to sort out a legal problem.

I am accustomed to working nationally with courts of law as a public service. I agree that our courts must adhere to strict rules. However, they must be flexible when it comes to ADAAA Accommodations preserving the mandates of this federal law Under Title II of the ADA. While public entities are not required to create new programs that provide heretofore unprovided services to assist disabled persons. (Townsend v. Quasim (9th Cir. 2003) 328 F.3d 511, 518) they are bound under ADAAA as a ministerial/administrative duty to approve any reasonable accommodation even in cases merely regarded as having a disability with no formal diagnosis.

The United States Department of Justice Technical Assistance Manual adopted by Florida also provides instructive guidance: "The ADA provides for equality of opportunity, but does not guarantee equality of results. The foundation of many of the specific requirements in the Department's regulations is the principle that individuals with disabilities must be provided an equally effective opportunity to participate in or benefit from a public entity's aids, benefits, and services. (U.S. Dept. of Justice, Title II, *Technical Assistance Manual* (1993) § II-3.3000.) A successful ADA claim does not require excruciating details as to how the plaintiff's capabilities have been affected by the impairment, even at the summary judgment stage. *Gillen v. Fallon Ambulance Serv., Inc.*, 283 F.3d. My organization follows these guidelines maintaining a firm, focused and limited stance for equality of participatory and testimonial access. That is what has been denied Neil Gillespie.

The record of his ADAAA accommodations requests clearly shows that his well-documented disabilities are now becoming more stress-related and marked by depression and other serious symptoms that affect what he can do and how he can do it particularly under stress. Purposeful exacerbation of his symptoms and the resulting harm is, without a doubt, a strategy of attrition mixed with incompetence at the ADA Administrative level of these courts. I am prepared to stand by that statement as an observer for more than two years.



AUG 07 2012

UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

NEIL J. GILLESPIE,  
ESTATE OF PENELOPE GILLESPIE,

Appellants/Plaintiffs,

vs.

CASE NO.: 12-11213-C ~~X~~

CASE NO.: 12-11028-B

THIRTEENTH JUDICIAL CIRCUIT,  
FLORIDA, et al.

Respondents/Defendants.  
/

CONSOLIDATED AMENDED MOTION FOR DISABILITY ACCOMMODATION  
*WAIVER OF CONFIDENTIALITY*

MOTION FOR DECLARATORY JUDGMENT - APPOINT GUARDIAN AD LITEM

Appellant Neil J. Gillespie ("Gillespie") amends his request for disability accommodations and states:

1. This Court granted Gillespie leave to amend his request for disability accommodations by Order dated June 19, 2012. This amended request is made in the same consolidated format as submitted April 7, 2012.
2. The ADA does not apply to the federal judiciary, a fact not known to Gillespie until he was informed April 10, 2012 by the U.S. District Court, N.D. of California. Prior to that Gillespie was led to believe the ADA applied to the federal judiciary. (Exhibit 1).

Gillespie has Physical and Mental Impairments that Limit Life Activities

3. Gillespie is a fifty-six (56) year-old single man, law abiding, college educated, and a former business owner, who has physical and mental impairments that substantially

EXHIBIT

8

limit his life activities. Gillespie was determined totally disabled in 1994 by Social Security. Gillespie has a record of impairment since birth. Gillespie is also regarded by others as being impaired. The record shows Gillespie suffers from depression, post traumatic stress disorder (PTSD), diabetes type II adult onset, traumatic brain injury (TBI), velopharyngeal incompetence (VPI), craniofacial disorder, and impaired hearing. The Florida Division of Vocational Rehabilitation determined that Gillespie's disability was too severe for rehabilitation services to result in employment. Frances Cooke MacGregor, an expert on the psychosocial effects of craniofacial disorders, noted:

"... there are two other handicapping aspects associated with dento-facial deformity. In the first place, the area in and around the mouth is both emotionally charged and strongly connected with one's self-image. As an instrument of speech and eating, as well as a mirror of emotions, it also has unique social and psychological implications and symbolic meaning. Any abnormality in this area, therefore, is not only highly visible and obtrusive but - as research has shown - tends to evoke a type of aversion which is both esthetic and sexual."

Frances Cooke Macgregor, M.A., *Social and Psychological Implications of Dento-Facial Disfigurement*, NIH (Exhibit 2).

4. Gillespie a disabled adult as defined by the following:
  - a. The Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et. seq.
  - b. Section 825.101(4), Florida Statutes.
  - c. The Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 et seq.
  - d. ADA Amendments Act of 2008 (ADAAA).
5. As a disabled adult and litigant, Gillespie is entitled to protected under Florida Bar Rule 4-8.4(d), "A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice, including to knowingly, or through callous indifference, disparage, humiliate, or discriminate against litigants...on any basis, including, but not limited to... disability...."

Disability Obstruction or Barrier - Ryan Christopher Rodems

6. Opposing counsel Ryan Christopher Rodems (Bar ID: 947652) has directed, with malice aforethought, a course of harassing conduct toward Gillespie that has aggravated his disability, intentionally inflicted severe emotional distress\* on Gillespie, and has served no legitimate purpose, in the state court lawsuit that gives rise to this appeal, Gillespie v. Barker, Rodems & Cook, PA, et al, 05-CA-7205, Hillsborough County, FL. The state court lawsuit was filed to 2005 to recover \$7,143 stolen by Barker, Rodems & Cook, P.A. and William J. Cook from Gillespie in the settlement of the Amscot lawsuit, while on appeal in the Eleventh Circuit, Eugene R. Clement, Gay Ann Blomefield, and Neil Gillespie v. AMSCOT Corporation, Case No. 01-14761-AA. During the settlement of Amscot, Mr. Cook, and Barker, Rodems & Cook, misrepresented to Gillespie that the Eleventh Circuit awarded \$50,000 in "court-awarded fees and costs". There was no such award. The \$50,000 was actually part of the total settlement, subject to either an unsigned contingent fee agreement, or Florida Bar Rule 4-1.5(f) on contingent fees. [A.¶ 4-8].

\*To state a cause of action for intentional infliction of severe emotional distress, a compliant must allege four elements: 1. deliberate or reckless infliction of mental suffering; 2. outrageous conduct; 3. the conduct caused the emotional distress; and; 4. the distress was severe; Liberty Mutual Insurance Co. v. Steadman, 968 So. 2d 592, 594-95 (Fla. 2d DCA 2007)

Affidavit, Notice, and Appendix In Support of this Motion

7. In support of this amended disability request, Gillespie submitted the following:

a. Affidavit of Neil J. Gillespie, on the *Conflict of Interest and ADA denial by Florida Judge Claudia R. Isom in case 05-CA-7205, Hillsborough Co.*, July 30, 2012. This affidavit shows a three-month window of misconduct by the bench and the bar that was

later repeated for years. Citation to the *Affidavit* will be "A.[¶].[E]" referring to the Affidavit, paragraph number, and exhibit number.

b. *Consolidated Notice of Pro Se Electronic Case Filing Prohibition by District Court*, July 27, 2012, shows e-filing is a reasonable disability accommodation. Citation to the Notice will be "N.[¶].[E]" referring to the notice, paragraph number, and exhibit number.

c. An Appendix of Exhibits accompanies this motion, and is cited "Exhibit [#]".

The Right to Bodily and Mental Integrity and Security of Person

8. The right to bodily integrity and security of person includes mental integrity, that is, freedom from mental and psychological abuse. The right to safely pursue justice is a fundamental civil right that underscores a litigant's right not to be subjected to physical, sexual, mental or emotional violence inside or outside the court, either by private attorneys or by judges and people acting on the part of the state. Law already recognizes the tort of intentional infliction of severe emotional distress. Litigants in civil proceedings must be free from mental or emotional violence, or their Constitutionally protected rights, including due process, are rendered meaningless.

The Right to Mental Integrity as a Fourteenth Amendment Liberty Interest

9. Washington Et Al. v. Harper, 494 U.S. 210 (1990)  
Supreme Court of United States, No. 88-599  
Argued October 11, 1989 - Decided February 27, 1990

As relevant to Gillespie and this motion: (footnotes omitted)

The Court acknowledges that under the Fourteenth Amendment "respondent possesses a significant liberty interest in avoiding the unwanted administration of antipsychotic drugs," ante, at 221, but then virtually ignores the several dimensions of that liberty. They are both physical and intellectual. Every violation of a person's bodily integrity is an invasion of his or her liberty. The invasion is particularly intrusive if it creates a substantial risk of permanent injury

and premature death.[1] Moreover, any such action is degrading if it overrides a competent person's choice to reject a specific form of medical treatment.[2] And when the purpose or effect of forced drugging is to alter the will and the mind of the subject, it constitutes a deprivation of liberty in the most literal and fundamental sense.

"The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness. They recognized the significance of man's spiritual nature, of his feelings and of his intellect. They knew that only a part of the pain, pleasure and satisfactions of life are to be found in material things. They sought to protect Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the Government, the right to be let alone — the most comprehensive of rights and the right most valued by civilized men." *Olmstead v. United States*, 277 U. S. 438, 478 (1928) (Brandeis, J., dissenting).

The liberty of citizens to resist the administration of mind altering drugs arises from our Nation's most basic values.

**PLAINTIFF'S AMENDED ACCOMODATION REOUEST AMERICANS WITH DISABILITIES ACT (ADA) .**

*Submitted March 5, 2007, Hillsborough County, Florida, case 05-CA-7205*

10. Gillespie's amended ADA request of March 5, 2007 in the state court (Exhibit 4) shows that Gillespie was determined totally disabled in 1994 by Social Security, and:
- a. Gillespie has depression, post-traumatic stress disorder (PTSD), velopharyngeal incompetence (VPI), and diabetes type II adult onset;
  - b. Mr. Rodems knew Gillespie was disabled from his firm's prior representation;
  - c. Mr. Rodems inflicted new injuries on Gillespie based on his disability through the *Intentional Infliction of Emotional Distress*, beginning March 3, 2006;
  - d. Gillespie sought medical treatment of injuries inflicted by Mr. Rodems, treatment that included mind-altering drugs, including Effexor XR, a serotonin-

norepinephrine reuptake inhibitor (SNRI), to the maximum dosage, and that the drugs diminished Gillespie's ability to represent himself.

Two Aspects: Right to Mental Integrity  
as a Fourteenth Amendment Liberty Interest

11. There are two aspects to mental integrity as a Constitutionally protected Fourteenth Amendment liberty interest:

a. The right to mental integrity as a liberty interest to be free from the *intentional infliction of severe emotional distress* while pursuing justice in the courts. Gillespie suffered a panic attack in court July 12, 2010 when Judge Cook refused to follow the directives of Court Counsel David A. Rowland as to ADA accommodations. (Exhibit 3).

b. The right to mental integrity as a liberty interest to be free from mind altering drugs while pursuing justice. Gillespie, in treating psychic wounds inflicted with malice aforethought by Mr. Rodems, could not avoid mind altering drugs anymore than a wounded soldier on the battlefield can avoid a tourniquet after losing a limb. Gillespie's doctor prescribed Effexor and other drugs in an effort to restore Gillespie's mental integrity shattered by the intention infliction of severe emotional distress by Mr. Rodems.

CHARACTERISTICS OF MR. RODEMS OUTRAGEOUS CONDUCT

12. a. Gillespie's amended ADA request of March 5, 2007 (Exhibit 4) was filed with the Hillsborough Co. Clerk of Court, with a copy provided to Mr. Rodems, and was a public record. Gillespie's amended ADA request was readily available to Judge James M. Barton, II, and every successor judge, to Gillespie's subsequent counsel Robert W. Bauer, and Eugene P. Castagliuolo, and all judicial and court personnel, including Hillsborough Chief Judge Manuel Menendez, Jr., Court Counsel David A. Rowland,

Hillsborough County Sheriff Major James Livingston<sup>1</sup>, the Commander of the Court Operations Division, ADA Coordinator Gonzalo B. Casares, John William Gardner, an attorney and expert witness who testified for Rodems March 20, 2008 on attorneys fees, and Catherine Barbara Chapman, counsel for Mr. Bauer.

*STATE-SACNTIONED MISCONDUCT:  
FAILURE TO REPORT PROFESSIONAL MISCONDUCT*

b. Members of the bench and bar have a duty to report professional misconduct:

Florida Bar Rule 4-8.3 Reporting Professional Misconduct

(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.

Florida Code of Judicial Conduct, Canon 3D. Disciplinary Responsibilities

(2) A judge who receives information or has actual knowledge that substantial likelihood exists that a lawyer has committed a violation of the Rules Regulating The Florida Bar shall take appropriate action.

Members of the bench and bar involved in this litigation know Mr. Rodems has committed substantial violations of the Rules of Professional that call into question his honesty but did not report the misconduct. This includes the misconduct of Mr. Rodems representing his firm and law partner against Gillespie, a former client, contrary to ethics rules and McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995:

[1] Under Florida law, attorneys must avoid appearance of professional impropriety, and any doubt is to be resolved in favor of disqualification.

[2] To prevail on motion to disqualify counsel, movant must show existence of prior attorney-client relationship and that the matters in pending suit are substantially related to the previous matter or cause of

---

<sup>1</sup> Major Livingston earned a law degree in 1983 from the University of Memphis, and retired from the FBI as a Supervisory Special Agent after a 22-year career.

action. [3] In determining whether attorney-client relationship existed, for purposes of disqualification of counsel from later representing opposing party, a long-term or complicated relationship is not required, and court must focus on subjective expectation of client that he is seeking legal advice. [5] For matters in prior representation to be “substantially related” to present representation for purposes of motion to disqualify counsel, matters need only be akin to present action in way reasonable persons would understand as important to the issues involved. [7] Substantial relationship between instant case in which law firm represented defendant and issues in which firm had previously represented plaintiffs created irrebuttable presumption under Florida law that confidential information was disclosed to firm, requiring disqualification. [8] Disqualification of even one attorney from law firm on basis of prior representation of opposing party necessitates disqualification of firm as a whole, under Florida law.

Mr. Rodems’ misconduct also included disparaging Gillespie on the basis of mental illness and disability, obtaining a warrant to arrest Gillespie on false testimony during an ex-parte hearing, and securing a settlement for Gillespie’s former lawyer Mr. Bauer.

Markers of Mr. Rodems’ Misconduct Against Gillespie

c. Mr. Rodems intentionally inflicted emotional harm on Gillespie that is utterly intolerable and goes beyond all bounds of civilized society:

- (1) Mr. Rodems abused his power or position by using a position of dominance;
- (2) Mr. Rodems took advantage of or emotionally harmed Gillespie who he knows to be especially vulnerable from his law firm’s prior representation of Gillespie;
- (3) Mr. Rodems repeated or continued acts that may be merely offensive and thus tolerable when committed only once, when Gillespie could not avoid the outrageous behavior by leaving, and thereby abandoning his claims. Even after Gillespie hired counsel, Mr. Bauer refused to allow Gillespie to attend hearings because of Rodems.
- (4) Mr. Rodems used his position of power to obtain a warrant for Gillespie’s arrest, obtained by Rodems’ false testimony during several ex-parte hearings.



In none of these instances are the parties in a position of equality; in each of these instances Mr. Rodems used inequality to inflict severe emotional harm, and caused a warrant to issue for Gillespie's arrest, without regard for Gillespie's interests.

**EVIDENCE IN SUPPORT OF MR. RODEMS OUTRAGEOUS CONDUCT**

**Mr. Rodems Knows Gillespie is Disabled from Prior Representation**

13. Gillespie's amended ADA request of March 5, 2007 (Exhibit 4) shows at paragraph 1 that Gillespie was determined totally disabled by Social Security in 1994. Paragraph 3 shows Gillespie has the following medical conditions which are disabling and prevent him from effectively participating in court proceedings, including:

- a. Depression and related mood disorder. This medical condition prevents Plaintiff from working, meeting deadlines, and concentrating. The inability to concentrate at times affects Plaintiff's ability to hear and comprehend. The medical treatment for depression includes prescription medication that further disables Plaintiff's ability to do the work of this lawsuit, and further prevents him from effectively participating in the proceedings.
- b. Post Traumatic Stress Disorder (PTSD), makes Plaintiff susceptible to stress, such as the ongoing harassment by Defendants' lawyer, Mr. Rodems.
- c. Velopharyngeal Incompetence (VPI) is a speech impairment that affects Plaintiff's ability to communicate.
- d. Type 2 diabetes. This was diagnosed in 2006 after Defendants' representation.

***Congenital Impairments and Later-in-Life Acquired Impairments***

Some of Gillespie's disabilities are related to a congenital craniofacial disorder, and other impairments were acquired later in life such as diabetes and traumatic brain injury.

***Record of Impairment Since Birth***

Gillespie has a record of impairment since birth, and treatment of a speech disorder and facial disfigurement in Philadelphia through 1974. Follow-up treatment began in 1985

and continued through 1991 in Florida. Gillespie moved in 1994 to the West Coast at age 38 for treatment of velopharyngeal incompetence by Dr. Robert Blakeley, University of Oregon Health Sciences University, and then the University of Washington in Seattle. Gillespie returned to Florida in 1997 where inadequate medical care, lack of resources, and permanent damage to his mental integrity in this litigation has resulted in setbacks.

14. Exhibit 5 is a record of Gillespie's medical history, congenital disorders and multiple operative procedures, medical conditions with ICD-9-CM Codes, speech and hearing prosthesis, unsuccessful treatment of velopharyngeal incompetence in 2006-2008 at the University of Florida Craniofacial Center, intentional infliction of severe emotional distress by Mr. Rodems, and a panic attack July 12, 2010 before Judge Martha Cook.

Congenital disorder: unilateral cleft lip (L), cleft palate, eustachian tube defect (L), retracted eardrum (L).

| <u>Medical Conditions</u>                                                                                                          | <u>ICD-9-CM Code</u> |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Post Traumatic Stress Disorder (PTSD)<br>with PTSD related panic attack in response to<br>stimuli associated with a serve stressor | 309.81               |
| Anxiety disorder due to medical condition                                                                                          | 293.89               |
| Dysthymic disorder (chronic depression)                                                                                            | 300.4                |
| Depression                                                                                                                         | 296.3                |
| Cleft palate with unilateral cleft lip (L)                                                                                         | 749.21               |
| Facial disfigurement, scaring                                                                                                      | 709.2                |
| Velopharyngeal Incompetence (VPI)                                                                                                  | 528.9                |
| Voice disorder, hypernasality                                                                                                      | 784.43               |
| Retracted eardrum (L)                                                                                                              | 384.28               |
| Eustachian tube defect                                                                                                             | 381.89               |
| Hearing loss                                                                                                                       | 389.90               |
| Diabetes (mellitus) NOS, Type 2 diabetes, adult onset                                                                              | 250.00               |
| Brain trauma, head injury from a mugging (1988)                                                                                    | 310.20               |

15. Exhibit 6 is a compilation of Gillespie's medical reports and doctor's letters from 1985 forward that establishes a record of impairment and seeking treatment.

Exhibit 6.1, Dr. Joseph Kusiak, American Oncologic Hospital, Jul-22-1985  
Exhibit 6.2, Dr. Harvey M. Rosen, Pennsylvania Hospital, Aug-12-1985  
Exhibit 6.3, Marilyn A. Cohen, BA, speech pathologist, CHOP, Sep-12-1985  
Exhibit 6.4, Dr. Rosario F. Mayro, DMD, orthodontist, Mar-31-1985  
Exhibit 6.5, Dr. Mark B. Snyder, DMD, periodontist, Apr-22-1985  
Exhibit 6.6, Dr. Mark B. Snyder, DMD, periodontist, Jul-03-1985  
Exhibit 6.7, Dr. Harvey M. Rosen, Pennsylvania Hospital, May-18-1987  
Exhibit 6.8, Dr. Peter Randall, U. of Penn. Hospital, Jun-17-1987  
Exhibit 6.9, Marilyn A. Cohen, BA, speech pathologist, CHOP, Mar-30-1989  
Exhibit 6.10, Office of Dr. Ralph Millard, Miami, Florida, Dec-03-1990  
Exhibit 6.11, Office of Dr. Ralph Millard, Miami, Florida, Dec-06-1990  
Exhibit 6.12, Dr. Mutaz Habal, Tampa, Florida, May-05-1993  
Exhibit 6.13, Dr. Jane Scheuerle, Tampa Bay Craniofacial Center, Jun-02-1993  
Exhibit 6.14, Dr. Robert Blakeley, Craniofacial Disorders, OHSU, Jun-01-1994  
Exhibit 6.15, Dr. William N. Williams, Craniofacial Center, UF, Nov-25-1996  
Exhibit 6.16, Dr. J. Douglas Bremner, MD, Psychiatry, Yale, Sep-12-1997  
Exhibit 6.17, Dr. Dr. Dorothy Lewis, Dissociative Disorders Clinic, Sep-12-1997

*Velopharyngeal Incompetence*

16. Gillespie has a record of velopharyngeal incompetence since birth. (Exhibits 5-6).

Velopharyngeal incompetence or inadequacy, from Wikipedia: (Exhibit 7)

Velopharyngeal inadequacy (VPI) is a malfunction of a velopharyngeal mechanism. The velopharyngeal mechanism is responsible for directing the transmission of sound energy and air pressure in both the oral cavity and the nasal cavity. When this mechanism is impaired in some way, the valve does not fully close, and a condition known as 'velopharyngeal inadequacy' can develop. VPI can either be congenital or acquired later in life.

A cleft palate is one of the most common causes of VPI. Cleft palate is an anatomical abnormality that occurs in utero and is present at birth. This malformation can affect the lip, the lip and palate, or the palate only. A cleft palate can affect the mobility of the velopharyngeal valve, thereby resulting in VPI. [http://en.wikipedia.org/wiki/Velopharyngeal\\_inadequacy](http://en.wikipedia.org/wiki/Velopharyngeal_inadequacy)

Dr. Kusiak noted Gillespie "...has a significantly hypernasal speech pattern with obvious velopharyngeal incompetence." (Exhibit 6.1). Dr. Rosen noted "There is marked velopharyngeal escape. (Exhibit 6.2). Ms. Cohen wrote "Mr. Gillespie's speech is characterized by hypernasality with nasal escape....I do not feel he would benefit from a course of speech therapy at this point in time as this appears to be an anatomic defect. (Exhibit 6.3). Dr. Mutaz Habal craniofacial surgeon wrote: (Exhibit 6.12)

The patient presents with velopharyngeal incompetency and is leaking air both posteriorly and anteriorly. The palate is short and does not appear to have much activity. Prior to preparing Mr. Gillespie for a surgical procedure, I would like to do a complete visualization of his problem to see if the pharyngeal flap needs to be removed and enough time allowed for the tethered flap to adjust, or if a complete flap with two small posts on each side is appropriate in order to allow him to communicate and be understood despite his hypernasal speech which at the present time cannot be comprehended.

Dr. Jane Scheuerle of the Tampa Bay Craniofacial Center wrote: (Exhibit 6.13)

Because of the oro-nasal fistula and velar limits, Mr. Gillespie is utilizing extreme measures to make his speech intelligible. He is applying undue stress to the laryngeal and pharyngeal musculature to control the normal air stream. Because of his extra effort in striving to meet the demands of society, he is at risk for damaging his larynx. (page 1, ¶1)

Because of his present oro-facial-pharyngeal status, Mr. Gillespie is not advised to use his full voice in long-term verbalization....When he attempts to use a stronger (louder) voice, the increased air pressure increases the hypernasal resonance and thereby decreases the effectiveness of his speech. He loses intelligibility and fatigues rapidly. (page 1, ¶2)

Mr Gillespie is experiencing severe speech expression problems due to inadequate intra-oral and oronasal structures. Although he has had several surgeries in an earnest attempt to resolve this problem, none of the procedures have completed the treatment he requires in order to produce clear verbal communication. (page 2, ¶2)

He must not shout, use his speaking voice in excess, or be exposed to excessive or continual loud noise because of both the hearing factor and the need to override the noise with use of a loud voice. (page 2, ¶4)

Due to his current physical disability Mr. Gillespie is experiencing rejection in job applications. (page 3, ¶5c)

Dr. Robert Blakeley, Director, Craniofacial Disorders Program, wrote: (Exhibit 6.14)

This 38 year old man has a repaired unilateral cleft lip and palate. His primary surgery was done in Pennsylvania and he had some secondary work including a pharyngeal flap for speech, in Florida.

Since speech treatment for serious hypernasality has been unsuccessful up to this point, the patient came to me for consultation about a speech plan.

Examination shows objectionable hypernasality with moderate nasal emission of air which markedly weakens all 16 air pressure phonemes. Use of the fiber-optic nasendoscope on May 26th verified that the pharyngeal flap, done three years ago (for speech), has pulled loose....

Impaired speech as related to employment: (Exhibit 8, p. 13)

From a psychological standpoint Neiman and Duncan emphasized the importance of speech. This study revealed that speech was the single factor that adversely affected the selection of prestigious jobs even in the presence of a facial disfigurement. It would appear that speech should be given top priority.

Jim Lehman, Jr., MD, AboutFace Newsletter, March/April, 1993, "Ask a Professional" column and personal communication.

Adult speech issues noted at the First International Symposium for Long Term Treatment in Cleft Lip and Palate at the University of Bern, Switzerland. (Exhibit 8, p13)

When an adult does not speak correctly, those around him notice it immediately, and speculate whether or not the affected person is of normal intelligence. For this reason, we feel that correct speech has many important consequences." (J. Weissen, 1979) "From the beginning our team considered speech evaluation and speech therapy as most important, because receptive speech, i.e. that which one hears, is dependent on the entire environment (i.e. 360 degrees) as opposed to the operative cosmetic result which is only visual, i.e. maximal field of 180 degrees." (Weissen & M. Bettex, 1979)

The importance of speech has been noted since antiquity: Publilius Syrus, circa 42 B.C.,

"Speech is a mirror of the soul; as a man speaks, so is he." (Exhibit 8, p. 12).

Erving Goffman on craniofacial impairments: (Exhibit 8, p. 14)

"The closer the defect is to the communication equipment upon which the listener must focus his attention, the smaller the defect needs to be to throw the listener off balance. These defects tend to shut off the afflicted individual from the stream of daily contacts, transforming him into a faulty interactant, either in his eyes or in the eyes of others".

*Craniofacial Disorder - No Theory for Psychological Treatment*

16. Gillespie has a record of craniofacial disorder since birth. (Exhibits 5-6). The diagnosis and treatment of craniofacial anomalies (CFA) requires a team from many fields, including audiology, craniofacial surgery, genetics, nursing, oral and maxillofacial surgery, orthodontics, otolaryngology, dentistry, plastic surgery, prosthodontics, psychology, social work, speech-language pathology and speech science. A paper by Bennett and Stanton, "Psychotherapy for Persons with Craniofacial Deformities: Can We Treat without Theory?" was published in the Cleft Palate-Craniofacial Journal, July 1993, Vol. 30 No. 4. (Exhibit 9). The paper states "Numerous studies have documented psychosocial problems associated with cleft lip and palate." The researches asked "How is it that psychological services are so difficult to come by in a population which has consistently been identified as needing psychological care?". Gillespie submits this as evidence of a paucity of effective treatment for his impairment, especially as related to speech impairment. The paper only considered the visual aspects of CFA. But research shows cleft palate children are at risk for language development problems. A screening device was the subject of a study, "Parent Questionnaire for Screening Early Language Development in Children with Cleft Palate". The MacArthur Communicative Development Inventory was used. A control group was also tested. The cleft group

demonstrated evidence of delays in expressive language development. The cleft group had a mean vocabulary of 177 words, compared with 288 words for the control group. The cleft group used shorter, less complex sentences. Intelligibility was poorer in the cleft group. Within the cleft group, hypernasality ratings of moderate and severe were associated with expressive language delays. (Exhibit 8, page 12).

#### *Hearing Impairment*

17. Gillespie has a record of hearing impairment since birth. (Exhibit 5-6). Gillespie's hearing deficit was misunderstood in Hillsborough Co., as set forth in the Complaint in U.S. District Court, case no. 5:10-cv-503 (Doc. 1), beginning at paragraph 47. While Gillespie has anatomic impairments, a retracted eardrum and an eustachian tube defect, he believes the basis of his hearing problem in court involves cognitive issues while under stress, including a deficit in short term memory. Just 24 hours before a hearing May 5, 2010 the Hillsborough court agreed to provide Gillespie *Computer Aided Realtime Translation* (CART) without first determining whether this accommodation would work; ultimately it did not provide any benefit.

#### *Mental Illness- Result of Bullying*

18. Gillespie has a record of seeking treatment of mental illness that dates to 1985. (Exhibit 5). However, as shown by Bennett and Stanton (Exhibit 8), there is a lack of treatment theory for CFA, and services are hard to come by, even though "Numerous studies have documented psychosocial problems associated with cleft lip and palate." Gillespie's psychosocial problem associated with cleft lip and palate is psychological trauma from violence and bullying associated with cleft lip and palate. Wikipedia notes:



Bullying of the disabled: It has been noted that disabled people are disproportionately affected by bullying and that this can be seen as a hate crime issue. The bullying is not limited to those who are visibly disabled such as wheelchair-users or physically deformed such as those with a cleft lip but also those with learning disabilities such as autism and dyspraxia.

[http://en.wikipedia.org/wiki/Bullying#Bullying\\_in\\_other\\_areas](http://en.wikipedia.org/wiki/Bullying#Bullying_in_other_areas)

Psychological trauma is a type of damage to the psyche that occurs as a result of a traumatic event. When that trauma leads to posttraumatic stress disorder, damage may involve physical changes inside the brain and to brain chemistry, which changes the person's response to future stress.

A traumatic event involves a single experience, or an enduring or repeating event or events, that completely overwhelm the individual's ability to cope or integrate the ideas and emotions involved with that experience. The sense of being overwhelmed can be delayed by weeks, years or even decades, as the person struggles to cope with the immediate circumstances. Psychological trauma can lead to serious long-term negative consequences that are often overlooked even by mental health professionals: "If clinicians fail to look through a trauma lens and to conceptualize client problems as related possibly to current or past trauma, they may fail to see that trauma victims, young and old, organize much of their lives around repetitive patterns of reliving and warding off traumatic memories, reminders, and affects."

Trauma can be caused by a wide variety of events, but there are a few common aspects. There is frequently a violation of the person's familiar ideas about the world and of their human rights, putting the person in a state of extreme confusion and insecurity. This is also seen when people or institutions, depended on for survival, violate or betray or disillusion the person in some unforeseen way.

[http://en.wikipedia.org/wiki/Psychological\\_trauma](http://en.wikipedia.org/wiki/Psychological_trauma)

a. Post-traumatic stress disorder (PTSD), as defined by Wikipedia:

Posttraumatic stress disorder[note 1: Acceptable variants of this term exist] (PTSD) is a severe anxiety disorder that can develop after exposure to any event that results in psychological trauma. This event may involve the threat of death to oneself or to someone else, or to one's own or someone else's physical, sexual, or psychological integrity, overwhelming the individual's ability to cope. As an effect of psychological trauma, PTSD is less frequent and more enduring than the more commonly seen post traumatic stress (also known as acute stress response). Diagnostic symptoms for PTSD include re-experiencing the original trauma(s) through flashbacks or nightmares, avoidance of stimuli associated with the



trauma, and increased arousal—such as difficulty falling or staying asleep, anger, and hypervigilance. Formal diagnostic criteria (both DSM-IV-TR and ICD-10) require that the symptoms last more than one month and cause significant impairment in social, occupational, or other important areas of functioning.

[http://en.wikipedia.org/wiki/Posttraumatic\\_stress\\_disorder](http://en.wikipedia.org/wiki/Posttraumatic_stress_disorder)

b. Depression, as defined by Wikipedia:

Depression is a state of low mood and aversion to activity that can affect a person's thoughts, behavior, feelings and physical well-being. Depressed people may feel sad, anxious, empty, hopeless, worried, helpless, worthless, guilty, irritable, or restless. They may lose interest in activities that once were pleasurable; experience loss of appetite or overeating, have problems concentrating, remembering details, or making decisions; and may contemplate or attempt suicide. Insomnia, excessive sleeping, fatigue, loss of energy, or aches, pains or digestive problems that are resistant to treatment may be present.

Depressed mood is not necessarily a psychiatric disorder. It is a normal reaction to certain life events, a symptom of some medical conditions, and a side effect of some medical treatments. Depressed mood is also a primary or associated feature of certain psychiatric syndromes such as clinical depression.

[http://en.wikipedia.org/wiki/Depression\\_%28mood%29](http://en.wikipedia.org/wiki/Depression_%28mood%29)

c. Major depressive disorder, as defined by Wikipedia:

Major depressive disorder (MDD) (also known as recurrent depressive disorder, clinical depression, major depression, unipolar depression, or unipolar disorder) is a mental disorder characterized by an all-encompassing low mood accompanied by low self-esteem, and by loss of interest or pleasure in normally enjoyable activities. This cluster of symptoms (syndrome) was named, described and classified as one of the mood disorders in the 1980 edition of the American Psychiatric Association's diagnostic manual. The term "depression" is ambiguous. It is often used to denote this syndrome but may refer to other mood disorders or to lower mood states lacking clinical significance. Major depressive disorder is a disabling condition that adversely affects a person's family, work or school life, sleeping and eating habits, and general health. In the United States, around 3.4% of people with major depression commit suicide, and up to 60% of people who commit suicide had depression or another mood disorder.

[http://en.wikipedia.org/wiki/Major\\_depressive\\_disorder](http://en.wikipedia.org/wiki/Major_depressive_disorder)

ABC News in a Health Report with John McKenzie entitled "Growing up damaged" reported on research by Yale University scientists on the effects of child abuse:

Scientists believe that repeated abuse causes stress in the child, and the production of stress hormones. Too much of these hormones can damage, even kill nerve cells in the brain. And scientists are discovering the abuse need not be physical. Researchers affiliated with Harvard University tested people who had been subjected as children to severe psychological abuse, subjected to repeated screaming, and yelling, and harsh critical language. The results were startling. Juxtaposed brain scan images appear) This is a scan of a healthy brain, and this from someone who was verbally abused as a child. Although subtle, you can actually see a difference. Right here in the pathway linking the left and right hemispheres of the brain. In the abused, the area is smaller, narrower; that can lead to hyperactivity and impulsive behavior. And the effects appear lasting. Researchers find these brain abnormalities in adults well into their forties and fifties.

Gillespie contacted Drs. Bremner and Lewis who appeared on "Growing up damaged" seeking treatment. (Exhibit 5, and Exhibits 6.16-6.17). Gillespie wrote:

Thank you for your recent appearance on the ABC News Health Report with John McKenzie entitled "Growing up damaged." I am interested in additional information about the subject, including diagnostic recommendations.

My interest is personal. Born with a craniofacial disorder affecting both speech and appearance, I was subjected to severe psychological abuse, both familial and societal. At age 41 I am currently disabled with "mental health issues," but I do not believe an accurate diagnosis has been made in my case.

Dr. Bremner responded September 12, 1997 with an offer, one that later did not materialize: (Exhibit 6.16)

Thank you for your interest in our research program on victims of childhood abuse and the brain. If you or anyone else is interested, you can stay for free in our research unit and obtain financial compensation which more than offsets travel expenses, as well as a comprehensive diagnostic and biological assessment, including brain imaging. You can call 203 737 5791 for information.

Dr. Lewis responded September 4, 1997 and wrote: (Exhibit 6.17)

Thank you for your letter of August 22, 1997. Unfortunately I do not know of someone in your area who specializes in the complications of craniofacial disorders. I am sorry I cannot be of more help.

Dr. Bremner's study, *Deficits in short-term memory in adult survivors of childhood abuse*, shows childhood physical and sexual abuse is associated with long-term deficits in verbal short-term memory. These findings of specific deficits in verbal (and not visual) memory, with no change in IQ, are similar to the pattern of deficits that we have previously found in patients with combat-related PTSD." (Exhibit 10)

#### *Traumatic Brain Injury*

19. a. Gillespie sustained traumatic brain injury (TBI) August 20, 1988. Gillespie was assaulted by a gang of street criminals in center city Philadelphia who tried to steal his Rolex watch. The assault began when one man ran in front of Gillespie and quickly knelt down, while another man pushed Gillespie from behind, causing him to fall head-first onto the cement sidewalk. Gillespie's head hit the sidewalk and he lost consciousness. Specifically, Gillespie's forehead bone just above his right eye, at the eyebrow, made violent contact with the cement sidewalk at a high velocity. Gillespie was also bleeding from a laceration caused by the impact. A nearby police surveillance team observed the assault, apprehended the assailants, and assisted Gillespie. The police took Gillespie in a patrol car to Hahnemann University Hospital Emergency Department. Gillespie was treated in the ER. The ER report is provided at Exhibit 11. The ER report shows Gillespie received sutures to close a laceration to his right outer eye and did not remember the incident. Gillespie had severe head pain, loss of cognitive and motor functions for several

weeks, and difficulty speaking and forming sentences. The ER report shows Gillespie was 32 years-old, and left Hahnemann early the next morning against medical advice.

b. Gillespie departed New York harbor later that morning aboard the Queen Elizabeth 2 (QE2) for a trip to Europe. The \$50,000 trip was paid in advance, with return flight on British Airways Concord, following the sale of his car business for \$1.9 million. Gillespie was treated onboard QE2 by ship's doctor for the duration of the crossing for head pain and loss of cognitive and motor functions. The rest of the crossing he spent in his cabin. Upon reaching Southampton, England Gillespie was still quite ill and spent a lot of time in his hotel room. By the third week when Gillespie arrived in Paris his condition improved some, but he still had difficulty speaking and forming sentences.

c. Within several months Gillespie appeared to have recovered from the brain injury, but now that assessment appears incorrect. Today Gillespie shows long-term consequences of TBI. The injury diminished Gillespie's business ability, and he never held substantial employment since. Today Gillespie does not have a bank account because he cannot manage one. Gillespie went from self-sufficiency to total disability in 1994. Gillespie's inability to manage funds resulted in two bankruptcy proceedings, homelessness, and reliance on payday loan stores, which is how he met Barker, Rodems & Cook, P.A. The bankruptcies are:

Chapter 7 bankruptcy, discharged January 7, 1993, case 92-20222, U.S. Bankruptcy Court, Eastern District of Pennsylvania.

Chapter 7 bankruptcy, discharged March 5, 2003, case 02-14021-8B7, U.S. Bankruptcy Court, Middle District of Florida.

Traumatic brain injury (TBI) has been in the news in recent years as a result of military injuries, and injuries in professional sports like football. This has caused Gillespie to reassess the long-term consequences of the assault he sustained August 20, 1988.

Wikipedia, traumatic brain injury:

**Traumatic brain injury (TBI)**, also known as **intracranial injury**, occurs when an external force traumatically injures the brain. TBI can be classified based on severity, mechanism (closed or penetrating head injury), or other features (e.g., occurring in a specific location or over a widespread area). *Head injury* usually refers to TBI, but is a broader category because it can involve damage to structures other than the brain, such as the scalp and skull.

TBI is a major cause of death and disability worldwide, especially in children and young adults. Causes include falls, vehicle accidents, and violence....

Brain trauma can be caused by a direct impact or by acceleration alone. In addition to the damage caused at the moment of injury, brain trauma causes *secondary injury*, a variety of events that take place in the minutes and days following the injury....

TBI can cause a host of physical, cognitive, social, emotional, and behavioral effects, and outcome can range from complete recovery to permanent disability or death...

[http://en.wikipedia.org/wiki/Traumatic\\_brain\\_injury](http://en.wikipedia.org/wiki/Traumatic_brain_injury)

#### *Diabetes Type 2, Adult Onset*

20. Gillespie was diagnosed with adult onset type 2 diabetes in 2006. The record shows Gillespie claimed exemption under section 222.25(2), Florida Statutes, for a debtor's interest in professionally prescribed health aids that included an ACCU-CHEK Compact Plus diabetes meter, serial no. GT13259382. Gillespie's claim of exemption was in response to Mr. Rodems' garnishment of his exempt social security disability money, more fully described in the *Affidavit and Inventory of Personal Property of Neil J. Gillespie and Designated Exemptions, Amended*, July 29, 2010 in Hillsborough case

no. 05-CA-7205. Gillespie's diabetes meter included software that allowed him to keep a record of his glucose readings. Wikipedia, Diabetes mellitus type 2, Complications:

Type 2 diabetes is typically a chronic disease, associated with a ten year shorter life expectancy. This is partly due to a number of complications with which it is associated including: two to four times the risk of cardiovascular disease, including ischemic heart disease and stroke, a 20 fold increase in lower limb amputations, and increased rates of hospitalizations. In the developed world, and increasingly elsewhere, type 2 diabetes is the largest cause of non-traumatic blindness and kidney failure. It has also been associated with an increased risk of cognitive dysfunction and dementia through disease processes such as Alzheimer's disease and vascular dementia. Other complications include: acanthosis nigricans, sexual dysfunction, and frequent infections

[http://en.wikipedia.org/wiki/Diabetes\\_mellitus\\_type\\_2#Complications](http://en.wikipedia.org/wiki/Diabetes_mellitus_type_2#Complications)

Gillespie's doctor said his ideal blood sugar level is 110. Records show Gillespie's blood sugar level May 25, 2011 at 8:41 p.m. reached 245. This was a week before a civil contempt hearing June 1, 2011 before Hillsborough Judge James Arnold. Through a series of ex-parte hearings, Mr. Rodems presented false testimony and obtained a warrant to arrest Gillespie on a writ of bodily attachment.

*Gillespie is Law Abiding, College Educated, Former Business Owner*

21. Gillespie's amended ADA request of March 5, 2007 (Exhibit 4) shows at paragraph 4 that prior to the onset of the most disabling aspects Plaintiff's medical condition(s), he was a productive member of society, a business owner for 12 years, and a graduate of both the University of Pennsylvania and The Evergreen State College. In support that Gillespie is a law-abiding citizen with no record of arrest or conviction, he submits the following evidence:

- a. Florida Department of Law Enforcement (FDLE) Criminal History Information for Neil Joseph Gillespie, Sep-12-2010, search results: FDLE found NO Florida criminal history based on the information provided. (Exhibit 12).
- b. Email of Hillsborough County Sheriff's Office (HCSO), sent Wednesday, August 31, 2011, at 1:56 PM by Corporal Howard Lindsey #5243 to Barbara Sanchez, HCSO Records Custodian: (Exhibit 13).

Ms. Sanchez, I have spent approximately 45 minutes searching diligently to locate any record of arrest or otherwise for Mr. Gillespie. At this time I am unable to find any paper record or video of this individual and my search covered June 20, 2011 thru June 22, 2011. Please let me know if I can be of any other assistance.
- c. Gillespie became an Eagle Scout December 3, 1971. (Exhibit 14). The Boy Scouts allowed Gillespie a modicum of normalcy and chance for success in an otherwise physically and psychologically abusive school environment.
- d. Gillespie graduated *cum laude* from the University of Pennsylvania, Wharton Evening School, with an *Associate in Business Administration*, (ABA), December 23, 1988 when he was thirty-three (33) years old. Disability delayed his education. He attended night school while operating a business. (Exhibit 15).
- e. Gillespie graduated from The Evergreen State College, *Bachelor of Arts*, (BA), December 16, 1995 when he was thirty-nine (39) years old. (Exhibit 16). Gillespie moved to the West Coast to continue treatment for velopharyngeal incompetence with Dr. Robert Blakeley, U. Oregon Health Sciences University.

As part of his course work, Gillespie wrote and submitted in 1995 a psychology paper *Psychosocial Implications of Congenital Craniofacial Disorders*. That paper is submitted here as Exhibit 8 in support of this disability request.

f. A letter from Gillespie's former accountant, Terry D. Silver, CPA, setting forth their relationship and Gillespie's business interests from 1978 through 1991. (Exhibit 17). The business allowed Gillespie flexibility to manage his disabilities, along with the fact that many of Gillespie's employees were WWII combat veterans who also suffered PTSD, and therefore understood that illness.

g. A compilation of news stories about Gillespie's car business located in Langhorne, PA, culminating with its sale for \$1.9 million in 1988 (Exhibit 18).

*Insurance Denial Delayed Gillespie's Rehabilitation and Education*

h. Insurance denial on the basis of "pre-existing condition" delayed Gillespie's rehabilitation and education as set forth in Exhibit 5, page 2:  
The "pre-existing condition" issue continues today for other afflicted persons. NPR.org reported February 28, 2010 during the White House summit on health care that "Senate Majority Leader Harry Reid told of a constituent, Jesus Gutierrez. Gutierrez and his wife had a baby who had a cleft palate. Surgeons fixed the cleft palate, but then, Gutierrez says, his insurer wouldn't pay. "They told us that she cannot be insured," he says. "My wife and I can be insured, but she cannot be insured because she had a pre-existing condition." Gutierrez and his wife were left with \$98,000 in medical and surgical bills."

<http://m.npr.org/news/Health/124170302?singlePage=false&textSize=large>



Mr. Rodems' Law Firm's Prior Representation  
of Gillespie, Including Disability Matters

22. Gillespie's amended ADA request of March 5, 2007 (Exhibit 4) shows:
2. Defendants are familiar with Plaintiff's disability from their prior representation of him. Defendants investigated his eligibility to receive services from the Florida Department of Vocational Rehabilitation (DVR). DVR determined that Plaintiff was too severely disabled to benefit from services. Defendants concurred, and notified Plaintiff of their decision in a letter to him dated March 27, 2001. (Exhibit A). Defendants were also informed of Plaintiff's medication for depression by fax dated October 6, 2000, Effexor XR 150mg. (Exhibit B).
23. Gillespie's petition to the Supreme Court of Florida, SC11-1622, shows in Appendix 14 (Exhibit 19). information Mr. Rodems had about Gillespie's disability and his efforts with the Florida Division of Rehabilitation in DLES case no: 98-066-DVR. Rodems' partner Mr. Cook wrote to Gillespie March 21, 2001 "We have reviewed them [DVR claims] and, unfortunately, we are not in a position to represent you for any claims you may have. Please understand that our decision does not mean that your claims lack merit, and another attorney might well to represent you." A copy of the letter is attached to Gillespie's amended ADA request of March 5, 2007 (Exhibit 4). Mr. Cook previously represented to Gillespie that he would represent him with DVR, as set forth in *Plaintiff's First Amended Complaint*, 05-CA-7205, paragraph 43.
24. Rodems' partner Mr. Cook represented Gillespie at a deposition May 14, 2001 and published Gillespie's privileged medical information, as described in *Verified Notice of Filing Disability Information of Neil J. Gillespie* filed May 27, 2011. This document was later filed in U.S. District Court, M.D. Florida, case no. 5:10-cv-503. (Doc. 36). In

turn this document was submitted in this Court as Exhibit 36 to Gillespie's initial accommodation request made April 7, 2012. From page 6, paragraph 15:

15. The Defendants published Gillespie's privileged medical information during a deposition with AMSCOT Corporation. (Eugene R. Clement v. AMSCOT Corporation, case no. 99-2795-CIV-T-26C, US District Court, MD Fla., Tampa). Gillespie was deposed May 14, 2001 by John A. Anthony, attorney for AMSCOT. Approximately twenty pages of the 122 page transcript concerned Gillespie's disability, treatment and rehabilitation. Defendants failed to object to interrogatories about Gillespie's privileged medical information. The transcript is submitted as Exhibit 4. The deposition was transcribed by, and a transcript produced by, Chere J. Barton, the wife of Judge James M. Barton II who presided over this case from February 2007 through May 2010, and who sanctioned Gillespie \$11,550 for discovery errors and a misplaced defense to a motion to dismiss. Judge Barton was disqualified May 24, 2010 due to a long-standing business relationship with his wife and the Defendants.

The Amscot deposition May 14, 2001 by John Anthony shows Gillespie's disability. The following is representative but not all-inclusive:

From page 9:

- 14 Q Have you ever been treated for depression?
- 15 A Yes.
- 16 Q How recently?
- 17 A I'm under current treatment for depression.
- 18 Q I'm sorry?
- 19 A Currently.
- 20 Q Who is your physician?
- 21 A That would be Dr. Figueroa.
- 22 Q And where is he located?
- 23 A St. Petersburg.
- 24 Q And how long have you been with Dr. Figueroa?
- 25 A The last couple of years.

From pages 10-11:

- 22 Q I'm talking about for any period of time, from
- 23 the day you were born until now. Tell me about your
- 24 psychiatric history. I was trying to do it from most
- 25 recent going backwards; but if that's a problem for you,
- I tell me the first time that you saw a psychiatric doctor or

- 2 a psychologist or a counselor.  
3 A That would have been in 1985.  
4 Q 1985?  
5 A Yes.  
6 Q And who is that?  
7 A That would have been Dr. Wainwright.  
8 Q Dr. Wainwright?  
9 A Yes.

From page 12

- 12 Q What is that? What does craniofacial mean?  
13 A Having to do with the head and face.  
14 Q You were having surgery on your head and face?  
15 A Yes.  
16 Q And what did that result from? What was the need  
17 for that?  
18 A That was to correct a birth defect.  
19 Q And what sort of a birth defect?  
20 A A cleft lip and palate.  
21 Q So not as a result of any accident or trauma?  
22 A No.  
23 Q So that surgery was causing you emotional  
24 problems, and that's why you visited her?  
25 A The procedures, yes. There was a number of

From page 24:

- 4 Are you currently taking any medication for your  
5 emotional situation?  
6 A I am taking medication. Yes.  
7 Q And what's the medication that you're taking now?  
8 A I'm taking Effexor and Levoxyl.  
9 Q Do either of those go by any other name that you  
10 know of?

From page 27:

- 6 A I went there to undergo medical treatment for  
7 speech.  
8 Q As a result of your surgery?  
9 A As a result of pharyngeal incompetence.  
10 Q What does that mean in the vernacular?  
11 A That's a speech disorder.

16 Q You said you had a cleft lip or palate?

17 A And palate.

18 Q And palate.

19 A It relates to a -

20 Q A cleft palate?

21 A Yes.

From page 30

18 Q What does posttraumatic stress disorder mean?

19 THE DEPONENT: Is that calling for a medical -

20 MR. COOK: Just answer to the best of your -

21 Q (By Mr. Anthony) I know you're not a doctor, and

22 I know you're not a lawyer. I'm just asking you to tell me

23 what you think it means.

24 A Yes. It's a stress-related illness.

25 Q What do you think caused it?

From page 31

1 A Exposed to repeated stresses.

2 Q What stresses? Like bankruptcy?

3 A No. No.

4 Q Employment?

5 A No. I would say they would have to do with the

6 birth defect. Yes.

7 Q What birth defect, the one that's already fixed?

8 A The cleft lip and palate. Yes.

9 Q That's causing you stress now?

10 A No. It caused me stress growing up. I was

11 physically attacked by students in school from a young age,

12 and that sort of thing.

13 Q Did that make you upset?

14 A Yes.

25. Gillespie sent Mr. Cook a letter May 21, 2001 about the deposition and negative attitudes toward people born with a cleft palate. Gillespie wrote in part: (Exhibit 20).

While using Copernic recently I came across some information illustrating the negative attitudes some people have toward persons born with cleft palate. Given the number of disability questions raised by John Anthony during my recent

deposition, I thought you might find this data informative. Enclosed is the printout of the web page.

I hate people with hare-lips. I think you all  
are disgusting and should be killed at birth.  
God has punished your parents for their sins.

This was left on a cleft support website, <http://www.cleft.net/stories/messages/971.html>

Gillespie experienced a lifetime of similar hate speech. Gillespie's paper, *Psychosocial Implications of Congenital Craniofacial Disorders* shows other examples of negative attitudes toward people with congenital deformities. (Exhibit 8, p. 7).

Mr. Rodems' Misuse of Gillespie's Disability Information

26. Gillespie's amended ADA request of March 5, 2007 (Exhibit 4) shows:

5. On March 3, 2006, Ryan Christopher Rodems telephoned Plaintiff at his home and threatened to use information learned during Defendants prior representation against him in the instant lawsuit. Mr. Rodems' threats were twofold; to intimidate Plaintiff into dropping this lawsuit by threatening to disclose confidential client information, and to inflict emotional distress, to trigger Plaintiff's Post Traumatic Stress Disorder, and inflict injury upon Plaintiff for Defendants' advantage in this lawsuit.

6. On March 6, 2006, Mr. Rodems made a false verification the Court about the March 3, 2006 telephone call. Mr. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions, and told the Court under oath that Plaintiff threatened acts of violence in Judge Nielsen's chambers. It was a stunt that backfired when a tape recording of the phone call showed that Mr. Rodems lied. Plaintiff notified the Court about Mr. Rodems' perjury in Plaintiff's Motion With Affidavit To Show Cause Why Ryan Christopher Rodems Should not Be Held In Criminal Contempt Of Court and Incorporated Memorandum Of Law submitted January 29, 2007.

7. Mr. Rodems' harassing phone call to Plaintiff of March 3, 2006, was a tort, the *Intentional Infliction of Emotional Distress*. Mr. Rodems' tort injured Plaintiff by aggravating his existing medical condition. From the time of the call on March 3, 2006, Plaintiff suffered worsening depression for which he was treated by his doctors.

- a. On May 1, 2006 Plaintiff's doctor prescribed Effexor XR, a serotonin-norepinephrine reuptake inhibitor (SNRI), to the maximum dosage.
- b. Plaintiff's worsening depression, and the side affects of the medication, lessened Plaintiff's already diminished ability to represent himself in this lawsuit.
- c. On October 4, 2006 Plaintiff began the process of discontinuing his medication so that he could improve is ability to represent himself in this lawsuit.
- d. On or about November 18, 2006, Plaintiff discontinued the use of anti-depression medication, to improve his ability to represent himself in this lawsuit.

8. Mr. Rodems continued to harass Plaintiff during the course of this lawsuit in the following manner:

- a. Mr. Rodems lay-in-wait for Plaintiff outside Judge Nielsen's chambers on April 25, 2006, following a hearing, to taunt him and provoke an altercation.
- b. Mr. Rodems refused to address Plaintiff as "Mr. Gillespie" but used his first name, and disrespectful derivatives, against Plaintiffs expressed wishes.
- c. Mr. Rodems left insulting, harassing comments on Plaintiffs voice mail during his ranting message of December 13, 2006.
- d. Mr. Rodems wrote Plaintiff a five-page diatribe of insults and ad hominem abusive attacks on December 13, 2006.

27. Evidence of Mr. Rodems' outrageous conduct described in the preceding paragraph was submitted in the Affidavit of Neil J. Gillespie, on the *Conflict of Interest and ADA denial by Florida Judge Claudia R. Isom in case 05-CA-7205, Hillsborough Co.*, July 30, 2012. This affidavit shows a three-month window of misconduct by Mr. Rodems that was repeated for four (4) more years.

28. Evidence of Mr. Rodems' outrageous conduct in this matter is found in the **Complaint** (Doc. 1) and **Exhibits 1-15** (Doc. 2) in District Court case no. 5:10-cv-503, the **First Amended Complaint** (Doc. 15) in District Court case no. 5:11-cv-539, and in this Court 12-11028-B, **Motion to Reconsider, Vacate or Modify Order**, May 31, 2012.

29. Mr. Rodems conduct was so outrageous that Gillespie's then-counsel Mr. Bauer prohibited him from appearing as a witness in his own case. Mr. Bauer sent Gillespie this email July 8, 2008 at 6.05PM 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. You have had a very adversarial relationship with him and it has made it much more difficult to deal with your case. I don't not wish to add to the problems if it can be avoided." [A.¶44]

Mr. Rodems' Politically Motivated Warrant to Arrest Gillespie

30. Evidence of Mr. Rodems' outrageous conduct to obtain a warrant to arrest Gillespie on false testimony presented during ex-parte hearings is found in Gillespie's **Petition For Writ of Mandamus**, Supreme Court of Florida, SC11-1622, submitted to this Court as Exhibit 62 April 7, 2012 with his first motion for ADA accommodation.

*Violation of the Protection and Advocacy for Individuals with Mental Illness Act*

31. On June 1, 2011 Judge James Arnold, in cooperation with Mr. Rodems, issued a politically motivated warrant to arrest Gillespie to force a "walk-away" settlement in the state and federal actions. (District Court, 5:11-cv-539-oc, Doc. 15, ¶13, page 9). As set forth in the First Amended Complaint, paragraph 16:

16. Gillespie is an individual with mental illness as defined by 42 U.S.C. Chapter 114 The Protection and Advocacy for Individuals with Mental Illness Act, § 10802(4)(A) and (B)(i)(III). Gillespie was involuntarily confined in a municipal detention facility for reasons other than serving a sentence resulting from conviction for a criminal offense. Gillespie's involuntary confinement was in the George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, Florida. On June 1, 2011 Judge Arnold issued a politically motivated warrant to arrest Gillespie for the purpose of harming Gillespie by abuse as defined § 10802(1) and neglect as defined by § 10802(5) to force a walk-away settlement agreement in the state

action, and to force a walk-away settlement agreement in the federal action, Gillespie's civil rights and ADA lawsuit against the Thirteenth Judicial Circuit, Florida, et al., for the misuse and denial of judicial process under the color of law, and denial of disability accommodation. Gillespie was involuntary confined by two (2) fully armed deputies of the Hillsborough County Sheriff's Office, and involuntarily held during an improper full deposition, post final summary judgment, an open-ended deposition without time limit, with no lunch break, and no meals usually given to an inmate, until Gillespie suffered injury and agreed to sign a walk-away settlement agreement. Gillespie was so impaired when he signed the agreement that the record shows he was unable to make the settlement decision himself.

Dr. Karin Huffer, Gillespie's ADA Advocate, Invisible Disabilities

32. Beginning in 2010 Dr. Karin Huffer was Gillespie's ADA accommodation advocate and designer. (Exhibit 5, ¶63). Dr. Huffer diagnoses, treats, and serves patients with invisible disabilities\*, and is the author of *Overcoming the Devastation of Legal Abuse Syndrome*. Dr. Huffer provided Gillespie a letter October 28, 2010 documenting the abuses in this case. (Exhibit 21). Dr. Huffer wrote in part:

As the litigation has proceeded, Mr. Gillespie is routinely denied participatory and testimonial access to the court. He is discriminated against in the most brutal ways possible. He is ridiculed by the opposition, accused of malingering by the Judge and now, with no accommodations approved or in place, Mr. Gillespie is threatened with arrest if he does not succumb to a deposition. (p1, ¶2)

At this juncture the harm to Neil Gillespie's health, economic situation, and general diminishment of him in terms of his legal case cannot be overestimated and this bell cannot be unrung. He is left with permanent secondary wounds. (p1-2)

Additionally, Neil Gillespie faces risk to his life and health and exhaustion of the ability to continue to pursue justice with the failure of the ADA Administrative Offices to respond effectively to the request for accommodations per Federal and Florida mandates. It seems that the ADA Administrative offices that I have appealed to ignore his requests for reasonable accommodations, including a response in writing. It is against my medical advice for Neil Gillespie to continue the traditional legal path without properly being accommodated. It would be like sending a vulnerable human being into a field of bullies to sort out a legal problem. (p2, ¶2)



The record of his ADAAA accommodations requests clearly shows that his well-documented disabilities are now becoming more stress-related and marked by depression and other serious symptoms that affect what he can do and how he can do it particularly under stress. Purposeful exacerbation of his symptoms and the resulting harm is, without a doubt, a strategy of attrition mixed with incompetence at the ADA Administrative level of these courts. I am prepared to stand by that statement as an observer for more than two years. (p2, ¶4).

Dr. Huffer's ADA Report of Gillespie is contained in the *Verified Notice of Filing Disability Information of Neil J. Gillespie*, submitted to this Court as Exhibit 36 April 7, 2012 with his first motion for ADA accommodation. \*Invisible disabilities, Wikipedia:

Invisible disabilities are disabilities that are not immediately apparent. Some people with visual or auditory disabilities who do not wear glasses or hearing aids, or discreet hearing aids, may not be obviously disabled. Some people who have vision loss may wear contacts. A sitting disability is another category of invisible impairments; sitting problems are usually caused by chronic back pain. Those with joint problems or chronic pain may not use mobility aids on some days, or at all.

Invisible disabilities can also include chronic illnesses and conditions, such as renal failure, color blindness, diabetes, epilepsy, and sleep disorders if those ailments significantly impair normal activities of daily living. Other invisible disabilities include, but are not limited to AIDS/HIV, ADHD, depression, anxiety disorders, cancer, allergies, and autism. In the United States, 96% of people with chronic medical conditions show no outward signs of their illness, and 10% experience symptoms that are considered disabling.

[http://en.wikipedia.org/wiki/Invisible\\_disability](http://en.wikipedia.org/wiki/Invisible_disability)

\$100,000 Cost to Gillespie - Violation of Mental Integrity

33. Florida attorney Seldon J. Childers estimated on September 17, 2009 the non-pecuniary cost of this litigation to Gillespie at \$100,000, as set forth in the Complaint (Doc. 1) in U.S. District Court, MD of FL, Ocala, Case 5:10-cv-503-oc, paragraph 135:

"Plaintiff is likely suffering from physical and emotional ill effects resulting from the litigation, as described in Legal Abuse Syndrome, the book provided to me by Plaintiff. It is always difficult to put a dollar figure on the non-pecuniary costs of any case, and this case is no different. In attempting to evaluate the physical and

emotional costs of going forward with the litigation, I considered both short and long-term effects, and the opportunity cost caused not just by direct time invested in the case but also by loss of energy related to physical and emotional side-effects. My estimate was \$100,000, but this figure is subjective and the Plaintiff may wish to adjust this figure upwards or downwards. There is 100% probability these costs will be incurred regardless of the outcome of the litigation."

(September 17, 2009, Economic Analysis Spreadsheet, page 4, paragraph 4)

Gillespie's Misplaced ADA Request For Counsel, Hillsborough Co.

34. Gillespie made a misplaced ADA request September 26, 2006 to Hillsborough Judge Richard A. Nielsen: (Exhibit 22.1)

Dear Judge Nielsen,

In reply to the telephone message from your judicial assistant Myra Gomez, I am disabled and being treated for depression and anxiety, which limits my ability to participate in court proceedings and meet deadlines. I request that you provide an accommodation for my disability under the Americans with Disabilities Act (ADA), specifically the appointment of counsel to represent me in this lawsuit and counterclaim.

- K. Christopher Nauman, Assistant Court Counsel, replied on behalf of Judge Nielsen September 29, 2006: (Exhibit 22.2)

In your letter to Judge Nielsen you indicate that you are being treated for depression and anxiety and are therefore requesting the appointment of counsel to represent you with your pending civil lawsuit as a reasonable accommodation under the ADA. While depression and anxiety are conditions that may or may not be considered impairments under the ADA, depending on whether these conditions result from a documented physiological or mental disorder, your specific request for the appointment of counsel to represent you in a civil lawsuit is not a reasonable or appropriate accommodation under the ADA.

Disqualification of Mr. Rodems - Appropriate ADA Accommodation

35. This Court does not need to consider whether the appointment of counsel was reasonable under the ADA in 2006. Gillespie retained counsel in March 2007 from the

Florida Bar Lawyer Referral Service, Robert W. Bauer, and the same disability issues continued in this case without Gillespie: Outrageous conduct by Mr. Rodems. [A.¶40-45] Mr. Rodems also failed to cooperate with Mr. Castagliuolo. [A.¶46]. Even with counsel, Gillespie could not be protected as required by the ADA. Therefore, disqualification of Ryan Christopher Rodems was appropriate under the ADA in September 2006. Of course, disqualification of Mr. Rodems was appropriate April 25, 2006 pursuant to Bar Rules, and the holding of McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. [A.¶18]. Upon information and belief, Asst. Court Counsel Nauman had a duty to inform Judge Nielsen that Mr. Rodems' appearance was improper pursuant to Bar Rules, and the holding of McPartland, let alone the ADA.

36. On July 9, 2010 Court Counsel David A. Rowland responded by email at 3.28 p.m. to Gillespie to his ADA request (also copied to Mr. Rodems and ADA Coordinator Gonzalo). (Exhibit 23.1). A Mr. Rowland wrote: "Attached is a response to your July 6, 2010 ADA request for accommodation." Mr. Rowland provided Gillespie a PDF letter from the Thirteenth Judicial Circuit Legal Department dated July 9, 2010, and wrote:

Dear Mr. Gillespie:

This is a response to your July 6, 2010 ADA request for accommodation directed to Gonzalo Casares, the Thirteenth Judicial Circuit ADA Coordinator. You request the same ADA accommodations previously submitted on February 19, 2010. Your February 19, 2010 ADA request was a request for the court to take the following case management actions:

1. Stop Mr. Rodems' behavior directed toward you that is aggravating your post traumatic stress syndrome....

Mr. Rowland stated that ADA Coordinator Gonzalo had no authority stop Rodems outrageous conduct. Rowland wrote "All of your case management requests -

that opposing counsel's behavior be modified,...must be submitted by written motion to the presiding judge of the case. The presiding judge may consider your disability, along with other relevant factors, in ruling upon your motion." Mr. Rowland also provided the letter to Gillespie by U.S. Postal Mail. (Exhibit 23.2). Mr. Rowland's email to Gillespie arrived on Friday afternoon, July 9, 2010 at 3:28 p.m., less than one business day before a hearing before Judge Martha Cook on Monday July 12, 2010 at 10:30 a.m.

37. Unknown to Mr. Rowland at the time, on July 9, 2010 Gillespie filed by hand delivery to the Hillsborough Clerk, *Emergency Motion to Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA*. This serendipitous filing was exactly what Mr. Rowland suggested to Gillespie. On July 12, 2010 Gillespie handed the motion to disqualify Mr. Rodems directly to Judge Cook at the start of the hearing, but Judge Cook refused to consider the motion. Gillespie suffered a panic attack, and was treated by Tampa Fire Rescue. Gillespie was excused by Judge Cook, who proceeded ex-parte. Judge Cook then created a false record of Gillespie's panic attack in the Order of July 29, 2010. Judge Cook wrote: "[t]he Plaintiff voluntarily left the hearing prior to its conclusion...loudly gasping and shouting he was ill and had to be excused." At footnote 2 Judge Cook wrote: "Mr. Gillespie refused medical care from emergency personnel when called by bailiffs and left the courthouse immediately after learning that the conference was completed."

38. Gillespie made an affidavit September 27, 2010 impeaching Judge Cook, along with treatment records of Gillespie by Tampa Fire Rescue. Gillespie submitted his

affidavit as Exhibit 13 to the Complaint in District Court case 5:10-cv-503, but the District Clerk refused to put the document on the Courts CM/ECF system. [N.¶17.E8]. A copy of Gillespie's affidavit is provided as Exhibit 3.

39. Gillespie made an affidavit September 27, 2010 on Judge Cook's refusal to consider the disqualification of Mr. Rodems, and impeaching Judge Cook's Order of July 22, 2010 "Order Denying Plaintiffs Emergency Motion to Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA". Gillespie submitted his affidavit as Exhibit 12 to the Complaint in District Court case 5:10-cv-503, but the District Clerk refused to put the document on the Courts CM/ECF system. [N.¶17.E8]. A copy of Gillespie's affidavit is provided as Exhibit 24.

The ADA Required Disqualification of Mr. Rodems

40. The ADA required the disqualification of Mr. Rodems in Hillsborough County. On February 12, 2010 Mr. Rodems filed *Defendant's Motion For An Order Determining Plaintiff's Entitlement To Reasonable Modifications Under Title II Of The Americans With Disabilities Act*. (Exhibit 25). Using Mr. Rodems' motion as a basis for determining a reasonable ADA accommodation, Rodems' disqualification was appropriate. Beginning with footnote 1 of Mr. Rodems' motion:

Under Title II of the ADA, "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. § 12132. "A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity." 28 C.F.R. § 35.130(7). "Public entity" includes "any State or local government" and "any

department, agency, special purpose district, or other instrumentality of a State or States or local government ...." 42 U.S.C. § 12131(1).

As set forth in this disability request, Mr. Rodems was the disability impediment to Gillespie and his lawsuit. Even after Gillespie hired Mr. Bauer, the outrageous conduct of Mr. Rodems prevented Gillespie from even attending a hearing. Later when Gillespie hired Mr. Castagliuolo, the outrageous conduct of Mr. Rodems continued. Rodems refused to return calls to Mr. Castagliuolo, or even provide Castagliuolo with a copy of the writ of bodily attachment. This was during a time when Deputy Dunlap of the Marion County Sheriff's Office was pounding on Gillespie's door day after day, trying to arrest Gillespie. Gillespie lived in fear that Deputy Dunlap would smash down the door, and given Gillespie's PTSD, that may have resulted in a tragedy. Mr. Rodems put law enforcement in harm's way for no reason, other than to feed his need for revenge.

At footnote 2 of Mr. Rodems' motion:

Under Title II of the ADA, "[d]isability means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment." 28 C.F.R. § 35.104. "The phrase physical or mental impairment" includes "[a]ny mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities." 28 C.F.R. § 35.104. "The phrase major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working." 28 C.F.R. § 35.104. A "qualified individual with a disability" is "an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity." 42 U.S.C. § 12131(2).

As set forth in this disability request, Gillespie is disabled, has a record of impairment, and is regarded as having such an impairment. Even Mr. Rodems agrees on this, and often sent Gillespie letters or left phone messages such as this one December 13, 2006:

"I recognize that you are a bitter man who apparently has been victimized by your own poor choices in life. You also claim to have mental or psychological problems, of which I have never seen documentation. However, your behavior in this case has been so abnormal that I would not disagree with your assertions of mental problems."

As set forth in footnote 3 of Mr. Rodems' motion:

If Plaintiff has a "disability," then the "reasonable modifications" he may request are those necessary for him to meet "the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity." 42 U.S.C. § 12131(2).

As set forth in this disability request, the reasonable ADA modification was the disqualification of Mr. Rodems, which was required under McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. This accommodation would not have cost the court anything, other than the cost of paper to enter the order of disqualification.

Gillespie v. HSBC Bank: Objective Control Case, U.S. District Court

41. Gillespie provided this Court as Exhibit 58 to his ADA disability request of April 7, 2011, *Plaintiff's Response To Order To Show Cause*, in District Court case no. 5:10-cv-503. (Doc. 58). On page 25, paragraph 15a, Gillespie provided an objective control case with which to measure Mr. Rodems, Gillespie v. HSBC Bank, et al., Case No. 5:05-cv-362-Oc-WTH-GRJ, US District Court, Middle District of Florida, Ocala Division.

Gillespie brought his dispute to the Thirteenth Judicial Circuit for a fair and just adjudication. But Mr. Rodems has prevented a lawful adjudication of the dispute because his exercise of independent professional judgment is materially limited by his personal conflict and interest. There is an objective control case that serves as constant much like the control group in a research project. Gillespie



commenced two pro se lawsuits in August 2005 because he could not find or afford counsel to represent him. One lawsuit in this Court involved a credit card dispute, Gillespie v. HSBC Bank, et al, Case No. 5:05-cv-362-Oc-WTH-GRJ, US District Court, Middle District of Florida, Ocala Division. The HSBC lawsuit was resolved a year later with a good result for the parties. Gillespie was able to work amicably with the counsel for HSBC Bank, Traci H. Rollins and David J. S'Agata, counsel with Squire, Sanders & Dempsey, LLP and the entire case was concluded in 15 months.

The case also shows the Hon. William Terrell Hodges was able to understand Gillespie's pleadings in 2006, and found Gillespie stated a cause of action by Order (Doc. 32) on November 25, 2006. (Exhibit 26).

Motion to Suspend Rules Pursuant to Rule 2, Federal Rules of Appellate Procedure

42. Gillespie moves pursuant to FRAP Rule 2 to suspend for good cause any rule that would prevent this Circuit Court from considering this disability request. In support thereof Gillespie states his mental ability has declined due to "permanent secondary wounds" described in the October 28, 2010 letter of Dr. Huffer, injuries which resulted from the intentional infliction of severe emotional distress, or torture, by private attorneys, judges and people acting on the part of the state.

Conclusion

41. As set forth in this motion, Gillespie is disabled, he has a record of impairment, and is considered impaired. Mr. Rodems' law firm previously consulted with Gillespie on disability matters with DVR. Mr. Rodems has, with malice aforethought, inflicted severe emotional distress upon Gillespie as a strategy in this litigation, and has deprived Gillespie of his right to mental integrity contrary to the his liberty interest under the Fourteenth Amendment. Mr. Rodems should have been disqualified April 25, 2006 under



the holding of McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995.

Mr. Rodems should have also been disqualified in September 2006 under the ADA.

WHEREFORE, Gillespie moves for the following, and also includes a general request that the Court grant such other and further relief as it deems just and equitable.

A. Gillespie moves for Declaratory Judgment finding that Mr. Rodems' representation against Gillespie was unlawful under the holding of McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995, and the ADA.

B. Gillespie moves for Declaratory Judgment in his favor the following cases:

Gillespie v. Barker, Rodems & Cook, PA, et al., 05-CA-7205, Hillsborough Co.

Gillespie v. Thirteenth Circuit, FL, et al., 5:10-cv-503, US District Court, MD FL

Estate of Gillespie v. Thirteenth Circuit, FL, et al., 5:11-cv-539, US Dist Ct, MD FL

C. Gillespie moves for appointment of a Guardian ad Litem.

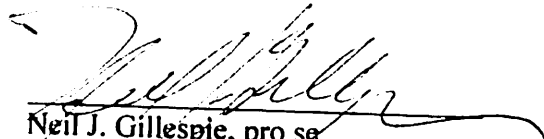
D. Gillespie moves for authorization to e-file.

F. Gillespie moves for a 30 minute limit on hearings, depositions, etc. due to disability.

G. Gillespie moves for appointment of counsel anytime his freedom is at stake.

Gillespie apologies to the Court for the length of this pleading, and its other shortfalls. If he had more time and skill, Gillespie would submit a better pleading. Each day Gillespie's mental health deteriorates as a result of this litigation. Today Gillespie is unable to submit the Exhibits with this pleading, there is not enough time. Gillespie will prepare them tonight and submit the Exhibits tomorrow. Gillespie planned to submit this pleading Friday August 3, 2012 as stated in his cover letter to Clerk of Court Mr. Ley. Gillespie regrets that he was unable to meet that deadline, and offers his most sincere apology.

RESPECTFULLY SUBMITTED, August 6, 2012.

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

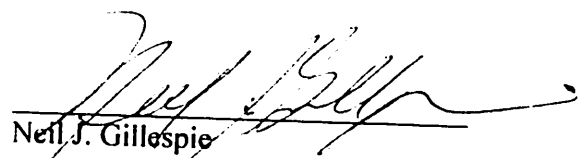
I HEREBY CERTIFY that a copy of the foregoing was email August 6, 2012 to the following:

Catherine Barbara Chapman (For Robert W. Bauer, et al)  
(catherine@guildaylaw.com)  
Guilday, Tucker, Schwartz & Simpson, P.A.  
1983 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL 32308-7823  
(Service in PDF by email only)

Gillespie respectfully requests that Ms. Chapman forward a PDF copy to Mr. Rodems because Gillespie cannot afford due to indigence and/or insolvency to mail a paper copy to Mr. Rodems.

Gillespie cannot have email or telephone communication with Mr. Rodems because of Mr. Rodems past misconduct toward Gillespie.

Ryan C. Rodems, Esquire (For himself and his firm Barker, Rodems & Cook, PA)  
Barker, Rodems & Cook, PA  
501 E. Kennedy Blvd, suite 790  
Tampa, Florida 33602

  
Neil J. Gillespie

**FILED**

2011 JUL -7 PM 2: 03

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FL  
OCALA FLORIDA

NEIL J. GILLESPIE,

CASE NO.: 5:10-cv-503-oc-WTH-DAB

Plaintiff,

vs.

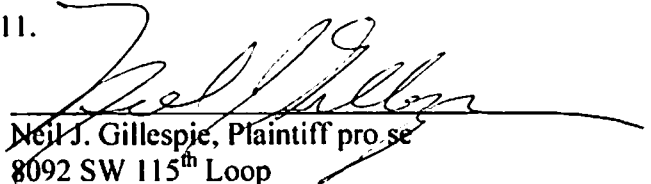
THIRTEENTH JUDICIAL CIRCUIT,  
FLORIDA, et al.

Defendants.

**PLAINTIFF NEIL J. GILLESPIE'S NOTICE OF FILING "VERIFIED NOTICE  
OF FILING DISABILITY INFORMATION OF NEIL J. GILLESPIE"**

Plaintiff pro se Neil J. Gillespie notices the filing of "Verified Notice of Filing  
Disability Information of Neil J. Gillespie" previously filed May 27, 2011 with the Clerk  
of Circuit Court, Hillsborough County, Florida, attached hereto as Exhibit A.

RESPECTFULLY SUBMITTED July 7, 2011.

  
Neil J. Gillespie, Plaintiff pro se  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481  
(352) 854-7807

**Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing was emailed July 7, 2011 to  
Catherine Barbara Chapman, counsel for The Law Office of Robert W. Bauer, P.A. and  
Robert W. Bauer. A CD copy was mailed by US Postal Service to Ryan C. Rodems, 400  
North Ashley Drive, Suite 2100, Tampa, Florida 33602. No other party was served.

  
Neil J. Gillespie

**EXHIBIT**

**9**

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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

RECEIVED

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

DIVISION: J

MAY 27 2011

Defendants.

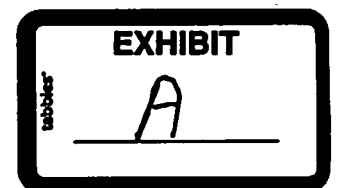
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY, FL

**VERIFIED NOTICE OF FILING DISABILITY INFORMATION  
OF NEIL J. GILLESPIE**

Plaintiff pro se Neil J. Gillespie ("Gillespie") gives *Notice Of Filing Disability Information of Neil J. Gillespie* and states as follows:

**Introduction**

1. Since March 3, 2006, Ryan Christopher Rodems, counsel for the Defendants, has directed, with malice aforethought, a course of harassing conduct toward Gillespie that has aggravated his disability, caused substantial emotional distress and serves no legitimate purpose. This is a violation of section 784.048, Florida Statutes (Stalking), and chapter 825 et seq., Florida Statutes (Abuse, Neglect, and Exploitation or Elderly Persons and Disabled Adults). Gillespie is disabled, and Mr. Rodems knows of Gillespie's disability from Defendants' prior representation of him.
2. This six year-long lawsuit is to recover \$7,143 stolen<sup>1</sup> by Barker, Rodems & Cook, PA and William J. Cook from Gillespie during prior representation. The Defendants also countersued Gillespie for libel. See Plaintiff's First Amended Complaint



filed May 5, 2010. Mr. Rodems is unethically representing his law firm, the Defendants, against former client Gillespie on matters that are the same or substantially similar to the prior representation. Mr. Rodems' independent professional judgment is materially limited by his own interest and conflict. See *Emergency Motion to Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, PA* filed July 9, 2010.

3. Mr. Rodems has set a level of animosity in this lawsuit best described by Gillespie's former attorney Robert W. Bauer<sup>2</sup> August 14, 2008 during an Emergency Hearing on garnishment before Judge Marva Crenshaw (p16, line 24):

24 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.

Mr. Rodems' "full nuclear blast approach" has aggravated Gillespie's disability to the point where Gillespie can no longer represent himself at hearings. Gillespie becomes easily distracted and confused, and can no longer speak coherently enough during a hearing to represent himself. See *Plaintiff's Motion For Appointment Of Counsel, ADA Accommodation Request, and Memorandum of Law* filed May 24, 2011.

4. Gillespie's former lawyer Robert W. Bauer believed Mr. Rodems so volatile that Bauer prohibited Gillespie from appearing as a witness in his own case. Mr. Bauer sent Gillespie an email July 8, 2008 at 6.05PM 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

---

<sup>1</sup> And other offenses, see Plaintiff's First Amended Complaint, filed May 5, 2010.

<sup>2</sup> Gillespie incurred \$33,000 in legal fees by Mr. Bauer in this matter.

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. You have had a very adversarial relationship with him and it has made it much more difficult to deal with your case. I don't not wish to add to the problems if it can be avoided.:

See Plaintiff's Notice of Filing Affidavit of Neil J. Gillespie filed September 18, 2010.

This is evidence that Gillespie was denied access to court in his own case.

**Circuit Judge James D. Arnold Is Uninformed About Gillespie's Disability**

5. During a hearing May 3, 2011 the record shows Judge Arnold is uninformed about Gillespie's disability. (Transcript, p7, line 7). Judge Arnold held the hearing ex parte. Gillespie was not present at the hearing and he was not represented by counsel at the hearing. Opposing counsel Mr. Rodems mislead the court about Gillespie's disability. In order to end the ignorance and misrepresentation and about Gillespie's disability and request for accommodation under the Americans With Disabilities Act (ADA), he decided to make this information public. Gillespie desires to bring this matter out of the closet and into the public domain for the benefit of future litigants. Perhaps this information will someday help the courts function better.

**Dr. Karin Huffer is Gillespie's ADA Advocate**

6. Because of Mr. Rodems' unethical and unlawful conduct<sup>3</sup> that aggravated his disability and disrupted the proceedings, Gillespie sought accommodation under Title II of the Americans With Disabilities Act (ADA). Gillespie retained Dr. Karin Huffer as his ADA advocate at his own expense.

Dr. Karen Huffer  
Legal Victim Assistance Advocates (LVAA)

---

<sup>3</sup> Gillespie was able to work amicably with counsel Traci H. Rollins and David J. D'Agata, of Squire, Sanders & Dempsey, LLP in another lawsuit, see Gillespie v. HSBC Bank, et al, case no. 5:05-cv-362, US District Court, Middle District of Florida, Ocala Division. The HSBC lawsuit was resolved in fifteen (15) months with a good result.

<http://www.lvaallc.com/>  
3236 Mountain Spring Road  
Las Vegas, NV 89146  
Tel. 702.528.9588  
Email: legalabuse@gmail.com

Dr. Huffer consulted with Gillespie and prepared a medical report of his disability.

**Gillespie Filed ADA Accommodation Request February 19, 2010**

7. Gillespie filed *Notice of Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie* February 19, 2010. The Notice shows Gillespie provided his ADA Request, and ADA Report by Karin Huffer to Gonzalo Casares, ADA Coordinator for the 13th Circuit, with a copy to Judge Barton. The Notice states:

“The ADA Request and ADA Report are to be kept under ADA Administrative confidential management except for use by the ADA Administrator revealing functional impairments and needed accommodations communicated to the Trier of Fact to implement administration of accommodations. This information is NOT to become part of the adversarial process. Revealing any part of this report may result in a violation of HIPAA and ADAAA Federal Law.”

8. Gillespie's completed and signed ADA form for the 13th Circuit is attached to his *Notice Of Americans With Disability Act (ADA) Accommodation Request Of Neil J. Gillespie*. (Exhibit 1). The ADA form specifies that Mr. Rodems is the problem relative to Gillespie's disability, see item 6, Special requests or anticipated problems (specify): “I am harassed by Mr. Rodems in violation of Fla. Stat. section 784.048.” Mr. Rodems withheld this information from Judge Arnold during the ex parte hearing May 3, 2011.

9. A person's ADA information is confidential and protected from public disclosure like any other private medical information. Gillespie finds the public disclosure of his private information contained in Dr. Huffer's report and his ADA request objectionable just as any reasonable person would find it objectionable. In Gillespie's view this is a

wrongful intrusion into his private life, in such manner as to outrage or cause mental suffering, shame, or humiliation to a person of ordinary sensibilities. Gillespie made the information public to stop the ongoing damage to his case, as well as for the benefit of others who are either in a similar situation, or may encounter one in the future. Just like Brian Sterner, a disabled quadriplegic man, made a public disclosure about being dumped from a wheelchair by the Hillsborough County Sheriff's Office, perhaps Gillespie's public disclosure can move the court system to improvement for the greater good. Below is a link to the CNN YouTube video about the incident with Brian Sterner.

[http://www.youtube.com/watch?v=huRYZAJ8wzA&feature=player\\_embedded](http://www.youtube.com/watch?v=huRYZAJ8wzA&feature=player_embedded)

10. A copy of Dr. Huffer's ADA report is submitted as Exhibit 1. The report is addressed as follows:

Mr. Gonzalo B. Casares  
Americans with Disabilities Act (ADA)  
Coordinator for the 13th Judicial Circuit  
800 E. Twiggs Street, Room 604  
Tampa, Florida 33602  
(813) 272-7040 - (813) 272-6169  
email: [ada@fliud13.org](mailto:ada@fliud13.org)

11. A copy of Gillespie's ADA Accommodation Request is submitted as Exhibit 2.

**Gonzalo B. Casares Unqualified As ADA Coordinator**

12. Gonzalo B. Casares serves as the ADA Coordinator for the Thirteenth Judicial Circuit but there is substantial evidence that he is unqualified for this position in terms of his education, training, experience and authority. Mr. Casares is a building repair and maintenance person with no qualifications to review Gillespie's ADA medical report, or authority to grant or implement ADA accommodations based upon the ADA medical report. In an email to Gillespie April 14, 2010, Mr. Casares wrote: (relevant portion)



“Court Facilities Management is the point of contact for all facilities related issues such as repairs and/or maintenance work. As such, we can determine if an ADA function is at issue in our set of buildings and track requests for accommodations. Your request is not within our means to resolve and was referred to the Legal Department for the appropriate course of action.”

In an email to Gillespie May 4, 2010, Mr. Casares wrote: (relevant portion)

“The medical file was never within our department’s means to help and was handed over to Legal.”

13. In a letter to Gillespie dated July 9, 2010 from David A. Rowland, Counsel to the Thirteenth Judicial Circuit, Mr. Rowland denied Gillespie’s request for accommodation under Title II of the ADA. (Exhibit 3). Upon information and belief, Mr. Rowland is a lawyer, not a medical doctor, and therefore he is unqualified in terms of his education, training, experience and authority to review Gillespie’s ADA medical report, or grant or implement ADA accommodations based upon the ADA medical report.

14. As of today, Gillespie is unaware of any qualified person who has reviewed the ADA Report by Dr. Karin Huffer (exhibit 1) and evaluated Gillespie’s ADA Request (Exhibit 2) as it related to Dr. Huffer’s report and Title II of the ADA.


**Defendants Published Gillespie’s Privileged Medical Information**

15. The Defendants published Gillespie’s privileged medical information during a deposition with AMSCOT Corporation. (Eugene R. Clement v. AMSCOT Corporation, case no. 99-2795-CIV-T-26C, US District Court, MD Fla., Tampa). Gillespie was deposed May 14, 2001 by John A. Anthony, attorney for AMSCOT. Approximately twenty pages of the 122 page transcript concerned Gillespie’s disability, treatment and rehabilitation. Defendants failed to object to interrogatories about Gillespie’s privileged medical information. The transcript is submitted as Exhibit 4. The deposition was transcribed by, and a transcript produced by, Chere J. Barton, the wife of Judge James M.

Barton II who presided over this case from February 2007 through May 2010, and who sanctioned Gillespie \$11,550 for discovery errors and a misplaced defense to a motion to dismiss. Judge Barton was disqualified May 24, 2010 due to a long-standing business relationship with his wife and the Defendants.

16. I Neil J. Gillespie hereby waive my confidentiality of Exhibits 1 through 4 to this verified notice, including the ADA report prepared by Dr. Karin Huffer.

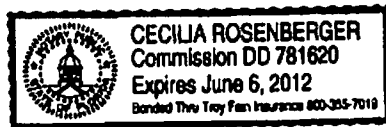
RESPECTULLY SUBMITTED AND SWORN TO May 27, 2011.

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

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority authorized to take oaths and acknowledgments in the State of Florida, appeared NEIL J. GILLESPIE, personally known to me, or produced identification, who, after having first been duly sworn, deposes and says that the above matters contained in this Affidavit are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal May 27, 2011.



  
Notary Public, State of Florida

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing was provided May 27, 2011 to Ryan C. Rodems, Barker, Rodems & Cook, PA, 400 North Ashley Drive, Suite 2100, Tampa, Florida 33602 by CD delivered to the security desk.

  
Neil J. Gillespie

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**KARIN HUFFER, M.S., M.F.T.**

**3236 Mountain Spring Rd. Las Vegas, NV 89146**

**Request for Reasonable Accommodations ADAAA Title II  
Response from the ADA Access Coordinator Must Be Received within  
Ten Days of Receipt of this Report.**

**This request and report are to be provided to the ADA Access Coordinator:**

**Mr. Gonzalo B. Casares  
Americans with Disabilities Act (ADA)  
Coordinator for the 13<sup>th</sup> Judicial Circuit  
800 E. Twiggs Street, Room 604  
Tampa, Florida 33602  
(813) 272-7040 - (813) 272-6169  
email: [ada@fljud13.org](mailto:ada@fljud13.org)**

**This report is for the administrative purpose of establishing accommodations under the Americans with Disabilities Act (ADA), Title II, to ensure equal access to court proceedings for Neil Gillespie.**

**Accommodations will be needed during any meeting, procedure, hearing, discovery process, and any other court-related activity. In response to the American Bar Association (ABA) Resolution of 2002 and the ADA, Title II, and the ADAAA of 2008 effective as of January 1, 2009, these requests and report are intended to assist the Court to properly accommodate Neil Gillespie.**

**Legal Victim Assistance Advocates (LVAA) has chosen to advocate in this case because it especially addresses the invisible disabilities. LVAA is an organization that advocates for litigants with disabilities under the ADAAA Title II. They help to monitor that accommodations are adhered to, assist in filing grievances and complaints, and generally support litigants with disabilities. I am a managing partner of LVAA. This is a case that clearly represents the unique challenge faced by litigants with disabilities as they seek equal footing in Court under the ADA, the ADA Amendments Act of 2008 (ADAAA), and ABA Resolution of 2002, all mandating accommodations for those functionally impaired. All requirements for qualification for ADA Accommodations are met and reported herein. When we advocate for a client, the client has undergone a screening process ruling out malingering or any other untoward intent.**

**This report is to be kept under ADA Administrative confidential management except for use by the ADA Administrator revealing functional impairments and needed accommodations communicated to the Trier of Fact to implement administration of accommodations. This information is NOT to become part of the adversarial process. Revealing any part of this report may result in a violation of HIPAA and ADAAA Federal Law.**

**EXHIBIT**

**1**

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## ***Table of Contents***

- I. Client**
- II. Date**
- III. Diagnosis**
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  - A. Definition of DSM-IV Diagnostic Axes**
  - B. Multiaxial Diagnosis of Client**
- VI. ADA Accommodations Necessary for Fair Court Proceedings**
  - A. Current Trend in Providing Access for All People without Disability Bias**
  - B. ADA Accommodations Specifically Needed by Client**
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- IX. Appendix**
  - A. Citations, Referral Source, and Recommended Supportive Resources**
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- I. Client: Neil Gillespie**
- II. Date: February 17, 2010**
- III. Diagnosis: Depression, Post Traumatic Stress Disorder**

**Brief History**

Mr. Gillespie suffers from Chronic Depression as diagnosed by Cesar R.. Gamero, M.D. in Ocala, Florida, 2009. Dr. Gamero also concurs with earlier diagnoses as does Karin Huffer, M.S., M.F.T., of Post Traumatic Stress Disorder and recognizes that Mr. Gillespie suffers from velopharyngeal incompetence that worsens when he is stressed. This presents a barrier to managing effective communication during litigation. The Social Security Administration found Mr. Gillespie totally disabled in 1994.

Mr. Gillespie has been in need of ADA Accommodations since commencement of his legal actions. The fact that he was not protected by the ADA created an inaccurate perception of him to the Court and clearly demonstrates that Mr. Gillespie did not have equal access to the litigation proceedings or due process of law. The Americans with Disabilities Act should have protected Mr. Gillespie when he was first in litigation. With accommodations, he may well have avoided the severe trauma he suffers today.

Litigants with disabilities are vulnerable to victimization in courts from adversaries, who insist on being dominant, take advantage of trust, coerce, terrorize, and exploit the unsuspecting. Litigants, like Mr. Gillespie, are often the most shocked from both physical and non-physical injuries with which they suffer at the hands of unkind lawyers. When they report their symptoms to the court, they are often misunderstood. They are suspected of manipulation, accused of being self-pitying, and treated with impatience exacerbating their conditions.

Litigants with PTSD and other disabilities attempt to function in the legal system reporting to the Court that they are suffering. Yet, attorneys or judges rarely guide them to the ADA Administrative office for help when they clearly struggle during litigation. Our society has been slow to recognize the connection between invisible disabilities, the coercive nature of litigation, and victims' health. (Huffer, 95). Many victims like Mr. Gillespie succumb to injury, Post-Traumatic Stress Disorder (PTSD), or other somatization of trauma. What the Court has overlooked is the broadened use of the ADAAA as it applies to the use of ADA-mandated accommodations for invisible disabilities.

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#### **IV. Interference with Major Life Activities:**

##### **A. Functional Impairments:**

Mr. Gillespie is functionally impaired in the areas listed below. It is important to note that Mr. Gillespie's impairments are largely invisible. He may appear to be functional on a superficial level even when he is not. Mr. Gillespie's functioning is the highest when he is in supportive and safe environments. His functioning deteriorates when he is in non-supportive, unsafe, or intimidating environments or when he is under any perceived time pressure or stress. His impairments are dramatically intensified during litigation.

- Mr. Gillespie cannot sustain concentration due to depression and symptoms of PTSD in the form of flashbacks, emotionally arousing and exhausting intrusive thoughts triggered by reminders of the traumatic events.

- Mr. Gillespie cannot sustain a communication path if interrupted, distracted, or threatening body language is used toward him. Such circumstances result in cognitive disorganization, dissociation, and an inability to integrate and process information. Mr. Gillespie cannot sustain a progressive chain of communication under stress due to his congenital speech problem. This communication is critical for litigation.

- Mr. Gillespie cannot open mail or address matters pertaining to his legal case without extreme anxiety. This slows him down when he faces deadlines. He cannot manage large amounts of hard copy documents. He must have the time to scan documents for management purposes.

- Mr. Gillespie cannot sleep normally, rest, or recuperate due to Post Trauma Stress symptoms including nightmares and startle responses (i.e., he jumps when doorbell rings). He has hyperreactivity/hyperarousal and she can't eat or sleep or digest food normally.

- Mr. Gillespie is easily hyperaroused on a physiological level, especially when feeling overwhelmed or under any perceived time constraint or threat. Hyperarousal makes it impossible for him to think clearly and make logical and knowing decisions when under extreme pressure.

- Mr. Gillespie is unable to withstand stress without triggering moments of dissociation. He may be unable to consistently remember the words that are spoken in

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**Court cannot perform verbally to participate in his legal case without assistance and accommodations.**

▪ **Mr. Gillespie is vulnerable to neuroanatomical effects that can be devastating, i.e. decreased hippocampal volume and hyperadrenia. Hyperadrenia influences all of the major physiological processes in the human body and has a host of physical, emotional, and psychological effects. Physical impairments may be induced when stress is protracted and unrelenting.**

#### **B. Physiological Impairments - Symptoms:**

**Often overlooked by judicial personnel are well-established physiological changes experienced with PTSD, that seriously impair a person's ability to function during litigation without accommodations:**

#### **Psychophysiological Effects**

**Flashbacks;  
Startle responses;  
Hyper-reactivity/hyper-arousal**

#### **Neurohormonal Effects**

**Fear and extreme anxiety;  
Hyper-vigilance, unable to relax or have peace due to intrusive thoughts/emotions;  
Stress hormones reduce and down-regulate receptors, causing a feeling of being numb/exhausted and freezing the ability to process information and respond.**

#### **Serotonin-dependent Effects**

**Depression**

#### **Memory Impairment**

**Dissociation; Mr. Gillespie must use energy to fight the natural urge to deny the reality put before him; Traumatic intrusive thoughts threaten to crowd out the issue at hand during legal processes; Increased opioid response; a numbing hormone intended to protect the traumatized from pain must be overcome to deal with the legal issues at hand; It is an exhausting emotional "swim upstream" to stay focused and attentive in the courtroom, critical data is missed, and nuances escape the person with PTSD.**

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### **Neuroanatomical Effects**

Decreased hippocampal volume; the hippocampus can actually shrink if trauma is not relieved;  
Decreased immune system functioning, which can invite physical illness.

### **Physical Effects**

Chronic and diffuse physical pain;  
Weight loss or gain;  
Inflammatory conditions;  
Digestion problems;  
Insomnia and nightmares

References: (van der Kolk, 94), (van der Kolk & Fisler, 95), (van der Kolk, Pelcovitz, Roth, McFarlane, Herman, 95), (van der Kolk, Hopper, Osterman, 2001), (Zucker, Spinazzola, van der Kolk, 2006), (Huffer, K. and Parrett, B., 2005), (Courtois et al, 2009).

## **V. DSM-IV Multiaxial Assessment (Axes I-V)**

### **A. Sample & Definition of DSM-IV Diagnostic Axes:**

Accepted Forensic and Psychiatric illustration of diagnostic impression and contributing factors, using Diagnostic and Statistical Manual IV Edition (DSM-IV), is presented below. Please see [www.psyweb.com](http://www.psyweb.com) for further explanation.

- Axis I: Clinical Disorders, most V-Codes, and conditions that need Clinical attention.
- Axis II: Personality Disorders and Mental Retardation
- Axis III: General Medical Conditions.
- Axis IV: Psychosocial and Environmental Problems.
- Axis V: Global Assessment of Functioning Scale.

### **B. Multiaxial Diagnosis of Subject Client**

- Axis I Depression 296/3, Post Traumatic Stress Disorder, 309.81 with chronic and acute symptoms anxiety
- Axis II NA

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|          |                                                                                                  |
|----------|--------------------------------------------------------------------------------------------------|
| Axis III | Velopharyngeal incompetence <sup>1</sup> Diabetes Type II Adult Onset                            |
| Axis IV  | Legal                                                                                            |
| Axis V   | Global Assessment of Functioning (GAF) prior 85<br>GAF with stress from legal system 60 in court |

## **VI. ADA Accommodations Necessary for Fair Court Proceedings**

### **A. Current Trend in Providing Access For All People Without Disability Bias:**

American Bar Association and the United States Department of Justice in their Webinar, Grant No. 2004-WT-AX-K078 2009, urge supportive and safe judicial environments. The trend is toward moving to a social rather than a medical model for providing accommodations. The attitude is to generally promote near-normal functioning and a fair court process for all people. Courts are asked to, without special accommodations requested, assure the most-basic of human rights are provided: security, respect, dignity, the opportunity to pursue rights in a forum with a fair process, and the freedom from any type of degrading or disrespectful treatment. When special accommodations are requested, the courts are to use their imaginations and accommodate to the greatest extent possible without altering the basic functions of the court. A Florida example is found in Van Bever et al *National Center for State Courts, 2002*, when an agoraphobic woman's legal activities were held in her home due to her phobia preventing her from functioning out of her home. This attitude is affirmed consistently from the Universal Declaration of Human Rights, 1948 through the ADA of 1990 and the ADAAA of 2008 and Florida 13<sup>th</sup> Circuit Court ADA Policy Statement.

### **B. ADA Accommodations Specifically Needed:**

1) During court processes, Mr. Gillespie is likely to become symptomatic creating problems concentrating, thinking, processing information, responding and presenting his case in court. He may request short breaks if that occurs.

2) Mr. Gillespie needs flexibility with deadlines due to cognitive interference symptoms interfering with his ability to sustain attention to the issues at hand. Preparation for court is a greater burden for Mr. Gillespie than for litigants without his functional impairments.

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<sup>1</sup> Inadequate velopharyngeal closure (VPC) allows air to escape through the nose during the generation of consonants requiring high oral pressure, leading to inappropriate nasal resonance during speech production.

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**3) Mr. Gillespie needs directives of the Court made into written form and enforced as a Court Order.**

**4) Mr. Gillespie needs assistance in the form of case management for complex litigation per rules of the court that Mr. Gillespie will provide.**

**6) Mr. Gillespie needs assistance to halt harassment that exacerbates Mr. Gillespie's disabilities. This is restricted to behaviors designed to emotionally upset Mr. Gillespie with no purpose related to the value of the case.**

**7) Mr. Gillespie needs a continuance starting immediately allowing him to gather, organize, prepare and scan documents, and to retain an attorney.**

**8) Mr. Gillespie has attached a list of rules he needs adhered to, and accommodations that he has separately put together. He will do the from time to time. It appears that he is reasonable in this effort in that his requests are either covered under published rules, procedures, laws, or are reasonable exceptions that fall under the ADAAA Title II. This is Mr. Gillespie's best effort to comply across the board to ensure his due process of law. To the greatest extent possible, I urge the court to cooperate with Mr. Gillespie's separate list citing his needs.**

## **VII. Findings:**

**It is important to note that, in addition to physical disabilities, Mr. Gillespie suffers from PTSD, a psychiatric injury, not a mental illness. His condition is a normal reaction to abnormal circumstances. In fact, there are indications that his Depression is a part of his Traumatic Stress picture. If Mr. Gillespie did not suffer from traumatic stress, he would not be normal considering his state of affairs. Mr. Gillespie's impairments are severely disabling and without proper care can be debilitating for a lifetime.**

**Due process rights are compromised when discriminatory practices are allowed. The cruel behavior reported by this litigant needs to come to the attention of the Trier of Fact. This is a case that must have ADA protection in order to avoid exploitation.**

## **VIII. Summary and Conclusions**

**Mr. Gillespie must have a response to his Request for Accommodations timely, within ten days. The lack of ADA Accommodations has deprived him of his due process rights to be accommodated or to file a grievance or an appeal. He has been exploited, ridiculed, and**

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denied his rights to a fair hearing.

Recent studies have shown that criticism and ridicule are the closest to physical violence in terms of their effect on the victim. Further, intimidating body language and invasive behaviors insult a different section of the brain destructively. Therefore, if a litigant is assaulted by criticism and ridicule verbally simultaneously with invasive power move through body language and attempts at legally gaining access to private and personal space and belongings, the brain is attacked in two separate sections (Maurio & O'Leary, 2004)(Worldwide Intnatl 2003).

The specific psychologically aggressive stance taken by Mr. Gillespie's adversary has turned the Court process into a bully/victim cycle due to the ridicule and exploitation of Mr. Gillespie's functional impairments. Preventing this type of discrimination is precisely what the ADAAA is intended to accomplish fully endorsed by the State of Florida.

Respectfully submitted,



Karin Huffer, M.S., M.F.T.

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## **IX. APPENDIX**

### **A. Collateral Documents and Contacts Reviewed.**

02/16/10 Letter to Mr. Hector F Ruiz, Jr.  
United States Department of Justice – emailed

02/16/10 Letter from Gonzalo Casares – Basic form letter with generic instructions for submitting ADA Accommodations request.

02/09/10 Letter to Gonzalo Casares for directions as to submission of forms and request for accommodations.

02/03/10 ADA Title II Guidelines for State of Florida

01-26-10, TRANSCRIPT, Judge Barton, ADA and Case Management

08/25/08 Letter seeking help from Christopher Nauman, Assistant Court Counsel for Thirteenth Judicial Circuit of Florida asking for assistance to obtain reasonable accommodations for court dates.

09/26/06 Letter to Casares B. Gonzolo, ADA Coordinator requesting ADA Accommodations.

08/11/06 Memorandum sent to Casares B. Gonzolo requesting ADA Accommodations.

Spring 2000, Hillsborough County Americans with Disabilities Act Transition Plan regarding commitment to ADA Implementation.

1998 Article by Hon. Claudia Rickert Isom Stetson Law Review Vol. XXVIII Professionalism and Litigation Ethics, 322-326.

### **B. Citations, Referral Source and Recommended Supportive Resources**

American Bar Association (1980). Code of Professional Responsibility. Retrieved 4 September, 2007, from: <http://www.abanet.org/cpr/mrpc/mcpr.pdf>.

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**Brown, James T. "Avoiding Litigation Neurosis: A Practitioner's Guide to Defending Post Traumatic Stress Disorder Claims." The American Journal of Trial Advocacy. Vol. 20, Number 1, Center for Advocacy and Clinical Education, Cumberland School of Law, Samford University, Birmingham, AL, fall 1996.**

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**Van der Kolk, B.A., Hopper, J.W., & Osterman, J.E., Exploring the Nature of Traumatic Memory: Combining Clinical Knowledge with Laboratory Methods. Journal of Aggression, Maltreatment, & Trauma, 4, 9-31- 2001.**

**Van der Kolk, Bessel A., Alexander C. McFarlane, and Lars Weisaeth, eds. Traumatic Stress. New York: Guildford, 1996.**

**Zegan, L.S. Handbook of Stress, Theoretical and Clinical Aspects. Ed. Goldberger and Breznitz, New York: Free Press, 1982.**

**Zucker, M., Spinazzola, J., Blaustein, M., & Van der Kolk, B. A, Dissociative Symptomatology in Post Traumatic Stress in Disorders of Extreme Stress. Journal of Psychosomatic Research 60, pp. 83-90, 2006.**

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### **C. Legal References and Considerations**

**Kenneth Munson v. Del Taco, Inc., S162818, opinion filed 6/11/09, see link <http://caselaw.lp.findlaw.com/data2/californiastatecases/s162818.pdf> )**

**Nielson v. Colgate-Palmolive, 199 F.3d 642 (2d Cir. 1999)**

**Supreme Court of the United States re: The Board of Trustees of the University of Alabama and the Alabama Department of Youth Services v. Patricia Garrett and Milton Ash, Brief Amicus Curiae of the American Cancer Society in Support of Respondents. Question: Do Title I and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., properly invoke Congress' enforcement authority under Section 5 of the Fourteenth Amendment?**

**Tennessee v Lane**

**[http://www.supremecourtus.gov/oral\\_arguments/argument\\_transcripts/021667.pdf](http://www.supremecourtus.gov/oral_arguments/argument_transcripts/021667.pdf)**

**U.S. Department of Justice, Americans with Disabilities Act Handbook, U.S. Equal Employment Opportunity Commission, 12/1991 Appendix N, pp 1-11.**

**Van Bever, Mark Esq. National Center for State Courts, 2002 This project was supported by Grant #1999-DD-BX-0084 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. They advise, "Use your Imagination" in accommodations to provide access. There is no frivolous or unimportant disability. Even inability to interact with others is deemed a major life activity: Jacques v. DiMarzio, Inc., Nos. 03-9080, 03-9109, 2004 WL 2223217 (2d Cir. Oct. 5, 2004).) The ruling is important because "if inability to interact with others is deemed major life activity, it significantly expands when individuals can recover under the ADA," said Duke University law professor Erwin Chemerinsky. Plaintiff Audrey Jacques worked at a Staten Island, New York, electric-guitar factory owned by DiMarzio, Inc. She had suffered what her complaint called "severe and major depressions" for years and in 1991 was diagnosed with chronic bipolar disorder. In 1996, the company fired her after she had numerous confrontations with coworkers, including her immediate supervisor. A jury in the Eastern District of New York found that DiMarzio had fired Jacques because it "perceived" her as being disabled in the major life activity of "interacting with others" and awarded compensatory and punitive damages. DiMarzio appealed, challenging how the judge instructed the jury. The judge had relied on the Ninth Circuit's ruling in McAlindin v. County of San Diego, which described "interacting with others" as "an essential, regular function, like walking and breathing," that easily qualifies under the ADA. (192 E3d 1226 (9<sup>th</sup> Cir. 1999).))**

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Persons with Disabilities have recourse if they are denied accommodations.

"A plaintiff who establishes a violation of the ADA, therefore, need not prove an intentional discrimination in order to obtain damages under section 52 [of the California Civil Code]"

(Kenneth Munson v. Del Taco, Inc., S162818, opinion filed 6/11/09, see link:

<http://caselaw.lp.findlaw.com/data2/californiastatecases/s162818.pdf> )

**D. Qualifications of the Examiner/CV**

Karin D. Huffer, M.S., M.F.T.

3236 Mountain Spring Road, Las Vegas, NV 89146

Email: [legalabuse@gmail.com](mailto:legalabuse@gmail.com)

<http://www.legalabusesyndrome.org>

<http://www.lvaalle.com>

Telephone: 702-528-9588

**Clinical Experience**

I have over 35 years experience as Marriage Family Therapist, Lic. #0082, researching educating, diagnosing, and treating Post Traumatic Stress Disorder (PTSD), Legal Abuse Syndrome (LAS), and a wide variety of other brain injuries and disorders in both private and public sectors.

***Americans with Disabilities Act (ADA) Evaluator and Expert Witness***

My testimony has met Daubert and Frye Standards serving clients in the states of Nevada, California, Michigan, Massachusetts, Alaska, Arizona, Alabama, New York, Texas, Virginia, Illinois, Ohio, Oregon, New Hampshire, Pennsylvania, and Florida. Clients also reach to the UK, Ireland, Australia and Canada.

I rarely testify in court because once ADA Accommodations are filed, I provide basic expert information in the form of a report followed by usual discovery after which most cases settle. Case information is kept confidential due to HIPAA and ADA confidentiality as well as the sensitive nature of domestic violence cases. Exposure is limited to the following cases as verification examples:

I was accepted as an expert witness and testified in Court in Martinez Family Court – Contra Costa County, California, May 1, 2008 for a Pro Se Litigant. I testified in Federal Court in Palm Beach, Florida for a Pro Se Litigant and Miami/Dade Court for a Pro Se Litigant. I served as expert witness in San Diego, CA for Stephen Dimeff, Attorney, and in San Rafael, California for Attorney William Russell.

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I serve as a case consultant to Legal Victim Assistance Project (501c3 Public Charity Congressional District Programs and carry out the United States Department of Justice mandate in Title II of the Americans with Disabilities Act prohibiting discrimination against qualified individuals with disabilities, in the Court, 28 C.F.R. §35.130(a).

In order to facilitate compliance with The American Bar Association Resolution of 2002, and the ADA and the ADA Amendments Act, I founded Legal Victim Assistance Advocates, LLC. (LVAA), providing accommodations design and in-court advocacy for litigants with disabilities. LVAA also provides certification training for ADA Advocates and offers counseling, coaching, and leadership toward fair access to litigation for individuals with disabilities under the Americans with Disabilities Act, Title II of the ADA of 1990, 42 U.S.C. §12131-12134, Civil Rights Division, Disability Rights Section and The ADAAA, 2008.

### **Licenses and Certifications**

Honorary Doctorate Counseling and Forensic Psychology Kings College.  
Marriage and Family Therapy, Lic. #0082, Nevada State Board of  
Marriage and Family Therapists, with full privileges to diagnose, treat, and assess  
clients per DSMIV-V and ICD 9-10 :

Certified EMDR Therapist by Eye Movement and Desensitization Institute:  
Nevada Department of Education, licensed Psychology, Counselor, English, Social  
Studies, Special Education Title I IDEA and Section 504.

### **Education**

Post-Masters Continuing Education Units in Traumatic Stress (more than 500 units).  
M.S. 1972, University of Nevada, Las Vegas, Nevada, Psychology

***B.S. 1963, University of Idaho, Moscow, Idaho, Psychology***

Nurses Training Deaconnes Hospital, Spokane, Washington 1960.

### **Memberships**

#### ***Clinical Member, AMFT***

Nevada Association of Marriage and Family Therapists NAMFT  
EMDRIA Professional Association of EMDR Therapists  
Professional Speaker, Instructor, and Consultant with Special Experiences in the Areas of  
Trauma and Post Traumatic Stress Disorder

2009 International Conference on Violence and Trauma, September  
2009 presenter and panel member.

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**Gillespie p18 of 22**

- 2009**            **Participant in American Bar Association Commission on Domestic Violence and DOJ-OVW bi-weekly webinar series.**
- 2009**            **Faculty, Annual Battered Mothers Custody Conference, Albany, New York.**
- 2008-2009**      **Sunrise Hospital and Medical Center Continuing Medical Education, Regularly Scheduled Lecturer on PTSD and Legal Abuse Syndrome, granting CMEs for Physician licensure. Participating physicians gained expanded skills in diagnosing PTSD, and awareness of their ethical role as to the ADA, and that chronic extreme stress such as litigation as well as acute traumatic incidences precipitate PTSD.**
- 2000-2005**      **Speaker on protocols for treatment of PTSD and trauma in schools. Designed and conducted research adapting FBI critical-incident debriefing protocols for children with special needs including PTSD.**
- 1995-2000**      **Consultant for U.S. Attorney's Office and FBI in a joint effort establishing "FIRST" (Financial Institution Robbery Support Task Force) to assist victims of bank robberies (both customers and employees). This led to a collaboration with FBI field agents during which I adapted methods from their Critical-Incident Debriefing method and developed a graphic for use with those under extreme stress with Complex PTSD from non-acute traumatic exposure. A broadening of the diagnosis of PTSD in the DSM IV aligned with these findings.**
- 1983-1992**      **I conducted more than 200 presentations for peer review regarding treatment protocols, potential ethics violations, and inadvertent abuses of those with PTSD in our bureaucratic and legal systems. These led to the development of a research instrument used for a decade to survey PTSD in employment, education, and the courts, that provided invaluable feedback.**
- I served as Instructor in the areas of traumatic stress for Chapman College, La Salle University, and University of Las Vegas Nevada Extension Division.**

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I was a presenter as part of the "Life Span" speakers program and special seminars at Hospital Corporation of America Montevista Psychiatric Hospital in Las Vegas, Nevada. Diagnosis of PTSD was in the early stages of being determined. I achieved a consensus that PTSD was an anxiety condition, fully compensable by insurance and treatable.

1997-2007 The unique needs of those with PTSD were identified through longitudinal research, Huffer/Alexander Longitudinal Research, 2007.

### **Employment**

1983-pres Accommodations Designer for access to Judicial System, schools, jobs, and public services under the Americans with Disabilities Act through LVAA.

1972-pres Private Practice in Marriage and Family Therapy – with emphasis on post-trauma stress.

1963-2003 Clark County School District, Las Vegas, Nevada, Counselor/Teacher.  
Liaison under the Americans with Disabilities Act for Section 504 and the IDEA, Special Education and Alternative Education working with expelled students. I proved that the use of accommodations were critical to fair access to education for students.

### **Published Works**

May 2009 Training Manual for PTSD in the Courts with Ethics.

Jan 2009 BMCC Conference, Albany, New York, Presentation of research findings: "Application of Americans with Disabilities Act to Preventable Public Health Conditions During Litigation."

Jan 2008 BMCC Conference, Albany, New York, Presentation of research findings: "Survey of Family Court Litigation Participants Measuring Perceived Legal Abuses and Public Health Risk."

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- Fall 2005 Article, "Judicial System Inaccessibility for Those with Psychiatric Injury – Legal Abuse Syndrome as a Psychiatric Injury and Diagnosable Subcategory of Post Traumatic Stress Disorder." Edited subtitle for publishing "Legal Abuse Syndrome: Fact or Fad" Diogenes The Magazine. Fall Edition, national circulation, 2005.
- 1996~1997 Columnist, "The Human Side," for Risk Management Magazine, national circulation.
- 1995~2003 Editor and columnist, "Dear Karin," for biweekly magazine, Nevada Woman. Advice column.
- 1995 Overcoming the Devastation of Legal Abuse Syndrome, 234-page text (self-help/textbook) for preventing and treating PTSD/LAS. Seven years of peer review brought the data to the point of publication. In fifth printing, ISBN 0-9641786-0-5.
- 1997~2008 Website – <http://www.legalabusesyndrome.org> Provides guidance, facilitates research, provides outreach to the wounded litigants with PTSD.

Conferences Professional Presentations  
(excerpted list with only most-recent presentations provided)

*Communicating in Ethically Challenging Situations*  
Humana Sunrise Hospital Physicians, May 1, 2009.

*Child's View of Custody Evaluations And The Law That Helps.* Battered Mothers Custody Conference (BMCC), Albany, NY, Jan 2009.

*ADA Applied to PTSD in Litigation*, International Conference on Violence and Trauma (IVAT), San Diego, CA, Sept. 2008.

*PTSD in Courtroom*, Battered Mothers Custody Conference (BMCC) Albany, NY, Jan 2008.

Advanced Applied Ethics and Protocols for Psycholegal Trauma, Seattle, WA, May 2007.

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Research results, Survey of Family Court Litigation Participants Measuring Perceived Legal Abuses and Public Health Risk, Presented at "BMCC", Jan. 2007, Albany, NY.

Radio, Newspaper, and Television  
(excerpted list with only most-recent appearances provided)  
*Jon Ralston Show*, TV Las Vegas, NV, November 12, 2008.

**The Justice Hour, May 12, 2008, Lisa Macchi, Boca Raton, FL**

*Outstanding Women in Politics*

[http://www.thewestchesternews.com/WOMEN\\_IN\\_POLITICS: Westchester](http://www.thewestchesternews.com/WOMEN_IN_POLITICS: Westchester)

[News Spotlight is About Outstanding Women in Politics.html](#)

*Couple Victims of 'Legal Abuse' for 15 Years* By JANE

MUSGRAVE THE PALM BEACH POST Published: Monday, July 28, 2008 at 10:50 p.m.

## **E. Documents Reviewed in Preparation of the Report**

September 17, 2009 Economic Analysis Spreadsheet by Jeff Childers giving opinion as to nonpecuniary cost of litigation.

October 27, 2008 Letter to Robert Bauer Esq. Request for Accommodations regarding Bauer motion to withdraw as counsel.

March 5, 2007 Amended Request for Accommodations.

February 20, 2007 Request for ADA Accommodations with diagnosis medical information. Request is for more time to get an attorney and flexible deadlines while he is without an attorney.

October 23, 2006 Order denying ADA accommodations for attorney and granting a continuance.

October 04, 2006 Transcript of Hearing before Judge Nielson. Mr. Gillespie too ill to appear and made a telephonic appearance.

October 3, 2006 to K. Christopher Nauman, Assistant Court Counsel requesting a continuance as an ADA Accommodation. Copy to Judge Nielson.

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**October 3, 2006 Letter to Judge Nielson Request for continuance citing lack of ADA Accommodation as one reason, an attorney to speak for him.**

**September 22, 2006 Request for ADA Accommodations to Judge Nielson Circuit Court Division F, Tampa, FL responses through Court Counsel then put on Court Record denying appointment of an attorney.**

**September 12, 2006 Request for ADA Accommodations to Ms. Frank, Clerk of Circuit court 13<sup>th</sup> Judicial circuit Tampa. FL. Third Attempt – No Response.**

**September 26, 2006 to Judge Nielson Request for Accommodation Attorney to speak for disabled litigant.**

**September 29, 2006 Letter from K. Christopher Nauman, Assistant Court Counsel denying accommodation of appointment of attorney.**

**August 20, 1988 Medical report re: head injury criminal mugging interfered with cognition for a time.**

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# REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND ORDER

Administrative Office of the Courts

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICANT (name):</b> Neil J. Gillespie<br><b>APPLICANT IS:</b> <input type="checkbox"/> Witness <input type="checkbox"/> Juror <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Party <input type="checkbox"/> Other<br><b>Person submitting request (name):</b> Neil J. Gillespie<br><b>APPLICANT'S ADDRESS:</b> 8092 SW 115th Loop, Ocala, FL 34481<br><b>TELEPHONE NO:</b> (352) 854-7807<br><b>LOCATION:</b><br><b>STREET ADDRESS:</b> 8092 SW 115th Loop, Ocala, FL 34481<br><b>MAILING ADDRESS:</b> 8092 SW 115th Loop, Ocala, FL 34481<br><b>CITY AND ZIP CODE:</b> Ocala, FL 34481<br><b>E-MAIL ADDRESS:</b> neilgillespie@mfi.net<br><b>BRANCH NAME:</b> Circuit Civil Court <b>DIVISION:</b> C<br><b>NAME OF JUDGE:</b> Circuit Court Judge James M. Barton, II<br><b>CASE NAME:</b> Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, 05-CA-7205<br><b>NAME OF ATTORNEY (if applicable):</b> none, pro se | <b>FOR COURT USE ONLY</b><br><input type="checkbox"/> Web (Date OPI received): _____<br><br><input type="checkbox"/> Facsimile<br><input type="checkbox"/> Written notice<br>Date ADA Coordinator received: _____<br><br>Case number: _____ |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Applicant requests accommodations under Florida Rules of Court, Rule 2.065, as follows:**

- Division of Court: ☐ Criminal ☒ Civil ☐ Juvenile
- Type of proceeding to be covered (specify: hearing, trial):  
All meetings, procedures, hearings, discovery process, trials, appeals, and any other court-related activity.
- Dates accommodations needed (specify):  
All dates and times from the commencement of this action until its final conclusion including any appeal.
- Impairment necessitating accommodations (specify):  
Please see the ADA Assessment and Report prepared by Karin Huffer, MS, MFT
- Type of accommodations (specify):  
Please see the ADA Accommodation Request of Neil J. Gillespie submitted February 19, 2010
- Special requests or anticipated problems (specify): I am harassed by Mr. Rodems in violation of Fla. Stat. section 784.048
- I request that my identity ☐ be kept CONFIDENTIAL ☒ NOT be kept CONFIDENTIAL

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.  
 Date: February 18, 2010  
 Neil J. Gillespie  
 (TYPE OR PRINT NAME) \_\_\_\_\_  
 (SIGNATURE OF APPLICANT)

| ADMINISTRATIVE OFFICE OF THE COURT USE ONLY                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> request for accommodations is GRANTED because<br><input type="checkbox"/> the applicant satisfies the requirements of the rule.<br><input type="checkbox"/> it does not create an undue burden on the court.<br><input type="checkbox"/> it does not fundamentally alter the nature of the service, program, or activity.<br><input type="checkbox"/> alternate accommodations granted (specify): _____<br>_____<br>_____ | <input type="checkbox"/> the request for accommodations is DENIED because<br><input type="checkbox"/> the applicant does not satisfy the requirements of the rule.<br><input type="checkbox"/> it creates an undue burden on the court.<br><input type="checkbox"/> it fundamentally alters the nature of the service, program, or activity (specify): _____<br>_____<br>_____ |
| ROUTE TO:<br><input type="checkbox"/> Court Facilities <input type="checkbox"/> Court Interpreter Center<br>Date: _____                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                |
| _____<br>ADA COORDINATOR                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                |

REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND ORDER

EXHIBIT

2

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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

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

DIVISION: C

Defendants.

\_\_\_\_\_ /

**Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie**

This ADA accommodation request is made in conjunction with the ADA

Assessment and Report provided by Karin Huffer, MS, MFT, on behalf of Mr. Gillespie.

**Accommodations Requested Under the Following**

1. Proceed under the "federal approach" suggested by the Honorable James M. Barton, II
2. Rule 1.200, Fla.R.Civ.P, Pretrial Procedure, Rule 1.200(a) Case Management Conference
3. Rule 1.201, Fla.R.Civ.P, Complex Litigation designation
4. Rule 2.545, Fla.R.Jud.Admin, Case Management by the Court
5. Florida Statutes, section 784.048, Stalking (protection from)
6. Florida Statutes, chapter 837, Perjury (protection from)
7. Law Review by the Honorable Claudia Rickert Isom, *Professionalism and Litigation Ethics*, 28 STETSON L. REV. 323, 324 (1998). Please use this standard.
8. *Haines v. Kerner*, 404 U.S. 520 (1971) Supreme Court found *pro se* pleadings should be held to "less stringent standards" than those drafted by attorneys.

Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie  
Gillespie v. Barker, Rodems & Cook, PA, case 05-CA-7205

### Introduction

Opposing counsel Ryan Christopher Rodems has set a level of animosity in this lawsuit described by plaintiff's former attorney Mr. Robert W. Bauer on the record: "...Mr. Rodems has, you know, decided to take a full nuclear blast approach instead of us trying to work this out in a professional manner. It is my mistake for sitting back and giving him the opportunity to take this full blast attack." (transcript, August 14, 2008, emergency hearing, the Honorable Marva Crenshaw, p. 16, line 24). Mr. Gillespie therefore requires ADA accommodations that are reasonable considering the "full nuclear blast approach" taken by Mr. Rodems in this lawsuit.

### Disability Background

Social Security determined Mr. Gillespie fully disabled in 1994. The Florida Division of Vocational Rehabilitation (DVR) notified Mr. Gillespie by letter December 4, 1997 that "It has been determined that you are not eligible for vocational rehabilitation services because your disability is too severe at this time for rehabilitation services to result in employment." Defendants are aware of Mr. Gillespie's disability from their prior representation of him. Defendants reviewed Mr. Gillespie's appeal of DVR's determination and related documents on or about March 27, 2001.

Since February, 2005, Mr. Gillespie was the primary caregiver to his then 75-year-old mother, an unremarried widow. Ms. Gillespie needed full-time care due to Alzheimer's dementia and a heart condition. This put additional stress on Mr. Gillespie's existing disabilities. In 2008 Ms. Gillespie's Alzheimer's became worse. About the same time Mr. Rodems garnished Mr. Gillespie's bank account and attorney trust fund. This led Mr. Gillespie lawyer, Robert W. Bauer, to move to withdrawal from the case October

Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie  
Gillespie v. Barker, Rodems & Cook, PA, case 05-CA-7205

13, 2008. In February 2009 Mr. Gillespie's brother in Texas agreed to take in their mother so he could have respite, and to attempt to get the case back on track. Ms. Gillespie did not tolerate the move and died from complications of the move September 16, 2009.

Non-Pecuniary Cost of Litigation

An review of this lawsuit by attorney Seldon J. Childers produced *An Economic Analysis Spreadsheet draft* dated September 17, 2009 that states the following:

"Non-Pecuniary Cost of Litigation. Plaintiff is likely suffering from physical and emotional ill effects resulting from the litigation, as described in Legal Abuse Syndrome, the book provided to me by Plaintiff. It is always difficult to put a dollar figure on the non-pecuniary costs of any case, and this case is no different. In attempting to evaluate the physical and emotional costs of going forward with the litigation, I considered both short and long-term effects, and the opportunity cost caused not just by direct time invested in the case but also by loss of energy related to physical and emotional side-effects. My estimate was \$100,000, but this figure is subjective and the Plaintiff may wish to adjust this figure upwards or downwards. There is 100% probability these costs will be incurred regardless of the outcome of the litigation." (p.4, ¶4).

The Florida Bar, ACAP - Previous Attempt at Alternative Dispute Resolution

Mr. Gillespie tried to resolve his dispute with Defendants without litigation through The Florida Bar Attorney Consumer Assistance Program (ACAP). Mr. Gillespie spoke with Mr. Donald M. Spangler, Director of ACAP June 12, 2003. Mr. Spangler assigned reference #03-18867 to the matter. Mr. Spangler suggested to Mr. Gillespie that he contact Mr. Cook to try and settle the matter. The Florida Bar complaint form, Part Four, Attempted Resolution, states that "[Y]ou should attempt to resolve your matter by

Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie  
Gillespie v. Barker, Rodems & Cook, PA, case 05-CA-7205

writing to the subject attorney, before contacting ACAP or filing a complaint. Even if this is unsuccessful, it is important that you do so in order to have documentation of good-faith efforts to resolve your matter.” On June 13, 2003 Mr. Gillespie made a good-faith effort and wrote to Mr. Cook to resolve the matter, noting ACAP reference #03-18867. Mr. Gillespie requested \$4,523.93 to settle the matter and provided Mr. Cook an explanation for the request along with a financial spreadsheet supporting his claim.

A few days later Mr. Gillespie received a letter from Mr. Cook’s law partner, Christopher A. Barker, on behalf of Mr. Cook. In his letter Mr. Barker accused Gillespie of felony extortion pursuant to §836.05 Fla. Statutes and the holding of Carricarte v. State, 384 So.2d 1261 (Fla. 1980); Cooper v. Austin, 750 So.2d 711 (Fla. 5<sup>th</sup> DCA 2000); Gordon v. Gordon, 625 So.2d 59 (Fla. 4<sup>th</sup> DCA 1993); Berger v. Berger, 466 So.2d 1149 (Fla. 4<sup>th</sup> DCA 1985). Mr. Rodems has accused Mr. Gillespie of felony extortion in his Answer, Affirmative Defenses and Counterclaim, paragraphs 57 and 67.

#### Inequitable Balance of Power

Defendants countersued Mr. Gillespie for libel. Tobkin v. Jarboe, 710 So.2d 975, recognizes the inequitable balance of power that may exist between an attorney who brings a defamation action and the client who must defend against it. Attorneys schooled in the law have the ability to pursue litigation through their own means and with minimal expense when compared with their former clients.

The Court may take notice of the vast inequities between Mr. Gillespie and Defendants. Mr. Gillespie is 53 years-old, limited by disability, and limited in financial resources. He is unemployed and relies on disability benefits of \$22,049 a year (2009).

**Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie  
Gillespie v. Barker, Rodems & Cook, PA, case 05-CA-7205**

In contrast Defendants are a law firm with three partners, all in good health, and all at least 10 years younger than Mr. Gillespie. Mr. Rodems' reported income for 2006 was \$237,873. In 2007 Mr. Rodems reported \$130,000 income, and in 2008 Mr. Rodems reported \$164,272. Assuming the two other law partners have similar income, that amounts to between \$390,000 and \$713,619 per year to litigate this matter compared to just \$22,049 for Mr. Gillespie. In addition, Defendants are lawyers representing themselves and have the ability to pursue litigation through their own means and with minimal expense. Mr. Gillespie must bear the expenses of his lawsuit, and the expenses of defending against Defendants' counterclaim. Mr. Rodems represents Defendants. He is board-certified in civil trial law and has been practicing for 17 years. Mr. Gillespie's legal training consists of 2 business law classes (1985) and 3 paralegal classes (1998).

**Prior ADA Accommodation Requests by Mr. Gillespie**

On August 11, 2006, Mr. Gillespie sent an email to ada@fljud13.org:

"I am a person with a disability representing myself pro se in circuit civil court. Judge Nielsen is presiding over my case, # 05-CA-7205, Division F. Are you the appropriate contact person for ADA compliance? Thank you.  
Neil Gillespie"

Mr. Gillespie followed this email with several inarticulate attempts to obtain ADA accommodations. Those errors were due to Mr. Gillespie's ignorance of law and manifestations of his disability aggravated by Mr. Rodems inappropriate behavior toward him. It was confusing to Mr. Gillespie that he could contemporaneously litigate a matter about his credit card in federal court<sup>1</sup> without the problems he encountered in state court.

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<sup>1</sup> Gillespie v. HSBC Bank, et al, case no. 5:05-cv-362-Oc-WTH-GRJ, United States District Court, Middle District of Florida, Ocala Division, the Honorable William Terrell Hodges presiding.

**Americans With Disabilities Act (ADA) Accommodation Request of Neil J. Gillespie  
Gillespie v. Barker, Rodems & Cook, PA, case 05-CA-7205**

**Mr. Gillespie previously submitted two ADA requests directly to the Court:**

**A. February 20, 2007, *Plaintiff's Accommodation Request Americans with Disabilities Act (ADA)* (Exhibit 1); and**

**B. March 5, 2007, *Plaintiff's Amended Accommodation Request Americans with Disabilities Act (ADA)* (Exhibit 2).**

**Mr. Gillespie noted on the record to Judge Isom February 5, 2007, that he was having difficulty during the hearing.**

**MR. GILLESPIE: I'm barely able to get myself here today.**

**(transcript, February 5, 2007, page 16, line 12)**

**MR. GILLESPIE: Well, Judge, if it pleases the Court, I'm getting confused here.**

**(transcript, February 5, 2007, page 39, line 7)**

**Judge Isom discussed an ADA accommodation with Mr. Gillespie.**

**(transcript, February 5, 2007, beginning page 40, line 4)**

**MR. GILLESPIE: Judge, I'm going to need some time to compose myself. The other matter that we haven't discussed is how my disability impacts the ability to represent myself. We haven't gotten into that. I've offered to have a hearing on that. And this is a problem.**

**THE COURT: I see that you had talked to Judge Nielsen about whether or not a civil judge has any ability or funds with which to appoint private counsel. Was that an ADA issue with him?**

**MR. GILLESPIE: I raised that issue. And let me just say on the record that I'm not looking for someone to pay the lawyer. I would be happy if the Court would appoint someone and I'll pay him.**

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**THE COURT:** On an hourly basis? Did you go through the Hillsborough County Bar Association's lawyer referral service? Didn't you say you had already tried that avenue?

**MR. GILLESPIE:** Yes, Judge, and I have the results from that...

Judge Isom conducted an impromptu ADA assessment of Mr. Gillespie during the February 5, 2007 hearing.

(transcript, February 5, 2007, beginning page 45, line 6)

**MR. GILLESPIE:** Right now, Judge, my head is swimming to the point where I'm having a hard time even hearing you. But it sounded all right.

**THE COURT:** What's is the nature of your disability?

**MR. GILLESPIE:** It's depression and post-traumatic stress disorder.

**THE COURT:** Are you under the care of a doctor?

**MR. GILLESPIE:** Yes, Judge.

**THE COURT:** And do you have a disability rating with the Social Security Administration?

**MR. GILLESPIE:** Yes, Judge. In the early '90s, I'm going to say '93 or '94, I was judged disabled by Social Security. And I applied for vocational rehabilitation. And to make a long story short, I guess it was in about '98 or '99 I received a determination from vocational rehabilitation that my disability was so severe that I could not benefit from rehabilitation. I would say in the interim that they had prepared a rehabilitation plan for me and they didn't want to implement it. And that's the reason that they gave for not implementing it. I brought that cause of action to the Barker,



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Rodems and Cook law firm and they reviewed that. And apparently they were in agreement with it because they decided not to represent me on that claim. And a copy of their letter denying that is part of my motion for punitive damages. You can read that letter. I think I have it here.

(transcript, February 5, 2007, ending page 46, line 9)

After taking testimony about Mr. Gillespie's disability, Judge Isom offered to abate the matter for three months so Mr. Gillespie could find counsel, but Mr. Rodems objected. Mr. Gillespie retained attorney Robert W. Bauer a month later.

(transcript, February 5, 2007, beginning at page 46, line 10)

THE COURT: Okay. But in terms of direction today, do you want to just stop everything and abate this proceeding for three months so that you can go out and try to find substitute counsel or --you know, I realize there's a counterclaim.

MR. GILLESPIE: Yes, Judge.

THE COURT: But originally, at least, it was your lawsuit. So if you feel that you're at a disadvantage because of your lack of counsel, I guess I could abate it and give you additional time to try to find an attorney.

MR. RODEMS: Your Honor, we would oppose that. And let me tell you why.

(transcript, February 5, 2007, beginning at page 46, line 21)

Mr. Rodems continued with a self serving diatribe and accused Mr. Gillespie of criminal extortion for trying to resolve this matter through the Florida Bar ACAP Program, and other such. Then Mr. Rodems made this accusation in open court:

MR: RODEMS: In any event, at every stage of the proceedings when Mr.

Gillespie is about to be held accountable for his actions he cries that he's got a

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disability or he complains about the fact that he can't get a lawyer. The reason he can't get a lawyer is because he's not willing to pay a lawyer by the hour for the services he wants. (transcript, February 5, 2007, page 49, line 12).

And Mr. Gillespie responded:

MR. GILLESPIE: I am willing to pay an attorney by the hour. I have sent a payment of \$350 an hour to an attorney with the promise of a retainer if they would take the case. So Mr. Rodems calling me cheap and all of this name-calling and not willing to pay, that's not true. In fact, I offered Rick Mitzel who said the cost would be \$200 an hour, I gladly offered to pay him \$200 an hour. He wouldn't take the case. These lawyers don't want to litigate against this firm because they're aware of what this firm does and what they're capable of. (transcript, February 5, 2007, page 50, line 14).

Unable to find counsel in the Tampa Bay area, Mr. Gillespie sought an out-of-town referral from The Florida Bar Lawyer Referral Service. (LRS). The LRS provided a referral to attorney Robert W. Bauer, 2815 NW 13<sup>th</sup> Street, Suite 200E, Gainesville, FL. Mr. Bauer entered his notice of appearance April 2, 2007 on behalf of Mr. Gillespie. This was just 56 days after Judge Isom considered allowing three months for Mr. Gillespie to obtain counsel, until Mr. Rodems objected and Judge Isom capitulated. Mr. Gillespie paid Mr. Bauer \$250 per hour for representation. Because of the need to hire an out-of-town attorney to litigate against Mr. Rodems, Mr. Gillespie occurred an additional cost for counsel to travel from Gainesville that added \$5,700 to the cost of representation.

Judge Barton was pleased with Mr. Bauer, and stated so on the record:

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**THE COURT: "It is a good thing for Mr. Gillespie that he has retained counsel. The way in which Mr. Gillespie's side has been presented today with - with a high degree of professionalism and confidence reflects the wisdom of that decision." (transcript, hearing July 3, 2007, page 21, line 6)**

**But Mr. Rodems knows "nice guys finish last" and behaved accordingly. A year and a half later Mr. Bauer complained on the record, just like Mr. Gillespie before him. Attorney Robert W. Bauer on the record:**

**"...Mr. Rodems has, you know, decided to take a full nuclear blast approach instead of us trying to work this out in a professional manner. It is my mistake for sitting back and giving him the opportunity to take this full blast attack." (transcript, August 14, 2008 emergency hearing, the Honorable Marva Crenshaw, p. 16, line 24).**

**Specific ADA Accommodations Requested**

**ADA Request No. 1: Mr. Gillespie requests the Court take action to stop Mr. Rodems' behavior directed toward Mr. Gillespie that is aggravating his disability by causing substantial emotional distress that serves no legitimate purpose. Mr. Rodems behavior violates the following Florida Statutes:**

**A. Violation of Florida Statutes, section 784.048, Stalking**

**Since March 3, 2006, Mr. Rodems has directed, with malice aforethought, a course of harassing conduct toward Mr. Gillespie that has aggravated his disability, caused substantial emotional distress and serves no legitimate purpose. This is a violation of Florida Statutes, §784.048. As used in section 784.048(1)(a) "Harass" means to engage in a course of conduct directed at a specific person that causes substantial emotional distress**

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in such person and serves no legitimate purpose. As used in section 784.048(1)(b) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose. (relevant portion). As used in section 784.048(2) Any person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking, a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Mr. Rodems has harassed Mr. Gillespie throughout this lawsuit. Mr. Rodems telephoned Mr. Gillespie and threatened to reveal client confidences from prior representation<sup>2</sup> and taunted him about his vehicle. Mr. Rodems submitted a perjured pleading to the Court falsely naming Judge Nielsen in an "exact quote" attributed to Mr. Gillespie<sup>3</sup>. Mr. Rodems has engaged in name-calling by phone and by letter. Mr. Rodems has called Mr. Gillespie "cheap" and a "pro se litigant of dubious distinction"<sup>4</sup>. Mr. Rodems has written Mr. Gillespie that "you are a bitter man who has apparently been victimized by your own poor choices in life" and "you are cheap and not willing to pay the required hourly rates for representation."<sup>5</sup> Mr. Rodems has set hearings without consulting Gillespie<sup>6</sup>. On one occasion Mr. Rodems waited outside chambers to harass Mr. Gillespie following a hearing<sup>7</sup>. Mr. Rodems has accused Mr. Gillespie of felony criminal extortion for trying to resolve this matter through the Florida Bar Attorney Consumer Assistance Program. This list of Mr. Rodems' harassing behavior is representative but not exhaustive.

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<sup>2</sup> March 3, 2006 telephone call, Mr. Rodems to Gillespie

<sup>3</sup> March 6, 2006, *Defendants' Verified Request For Bailiff And For Sanctions*

<sup>4</sup> December 13, 2006 voice mail by Mr. Rodems to Gillespie

<sup>5</sup> December 13, 2006, letter by Mr. Rodems to Gillespie

<sup>6</sup> The most recent was Dec-16-09, when Mr. Rodems set a hearing for Jan-19-10 for *Defendants' Motion for an Order Compelling Plaintiff to respond to the Defendants' Request for Production and Attend Deposition*

<sup>7</sup> Following the hearing of April 25, 2006

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**B. Violation of Florida Statutes, chapter 837, Perjury**

On March 6, 2006, Mr. Rodems submitted, with malice aforethought, *Defendants' Verified Request For Bailiff And For Sanctions*, a pleading that falsely placed the Honorable Richard A. Nielsen into the dispute between the parties, a perjury in violation of §837.02(1) and §837.06. Mr. Rodems' verified pleading was made during an official proceeding as described in §837.011(1), made under oath as described in §837.011(2) and concerned a material matter as described in §837.011(3).

A recording of the exchange between Mr. Rodems and Gillespie impeached Rodems' verified pleading submitted March 6, 2006. Calls on Mr. Gillespie's home office business telephone extension (352) 854-7807 are recorded for quality assurance purposes pursuant to the business use exemption of Florida Statutes chapter 934, 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). In addition Mr. Rodems provided written consent to Gillespie to record their telephone calls, see *Notice Of Mr. Rodems' Written Consent To Record Telephone Conversations With Him*, submitted December 29, 2006.

There is evidence on the record that Mr. Rodems' perjury has resulted in prejudice and/or discrimination by the Court:

1). On June 28, 2006, Mr. Gillespie asked the Court for protection from Mr. Rodems, who at a previous hearing waited outside chambers to harass him. This is Mr. Gillespie's request and Judge Nielsen's sarcastic response:  
MR. GILLESPIE: Thank you, Judge. And, Your Honor, would you ask that Mr. Rodems leave the area. The last time he left, he was taunting me in the hallway and I don't want that to happen today.

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THE COURT: Well, you can stay next to my bailiff until he goes home and then you can decide what you want to do, sir.

(Transcript, June 28, 2006, page 21, line 20)

2). Mr. Rodems' aforementioned perjury succeeded in causing Judge Isom to fear an attack from Mr. Gillespie. This is an exchange on February 5, 2007 where Judge Isom feared that Mr. Gillespie brought an umbrella to chambers to commence an attack:

THE COURT: When in the courthouse engaging in litigation regarding this case -  
- is that your umbrella right there on that chair?

MR. GILLESPIE: I don't have an umbrella.

THE BAILIFF: That's been here since this morning, Your Honor.

(Transcript, Feb-05-07, page 9, line 12)

3) There is evidence that Judge Isom knowingly denied Mr. Gillespie the benefits of the services, programs, or activities of this Court, specifically mediation services. This is an exchange from a hearing February 1, 2007:

THE COURT: And you guys have already gone to mediation and tried to resolve this without litigation?

MR. GILLESPIE: No, Your Honor.

(transcript, Feb-01-07, page 15, line 20) (please note, this is from a hearing Feb-01-07, not the later hearing of Feb-05-07 which transcript accompanies this report.)

In addition Judge Isom denied Mr. Gillespie the benefits set forth in a law review by The Honorable Claudia Rickert Isom, *Professionalism and Litigation Ethics*, 28 STETSON L. REV. 323, 324 (1998), on the issue of adversarial parties and discovery

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problems when she ruled against Mr. Gillespie's *Plaintiff's Motion For Reconsideration Of Discovery*. (transcript, Feb-05-10, beginning at page 71, line 18)

Finally, it appears that the decision of the Court to forgo its case management obligations imposed by Rule 2.545, Fla.R.Jud.Admin. was due to prejudice and/or discrimination set in motion by Mr. Rodems' false portrayal of Mr. Gillespie to the Court. Mr. Rodems is an *Officer of the Court* with great influence on the Court compared to a pro se litigant and ordinary citizen who appears before the Court with a disability.

**ADA Request No. 2:** Mr. Gillespie requests the Court fulfill its case management duties imposed by Rule 2.545, Fla.R.Jud.Admin. This will stop Mr. Rodems from taking advantage of Mr. Gillespie's disabilities which has turned the court process into a bully/victim cycle due to the ridicule and exploitation of Mr. Gillespie's functional impairments. On or about January 30, 2006, Mr. Gillespie requested a case management conference from Mr. Rodems pursuant to Rule 1.200(a), see Plaintiff's Verified Response to Defendants' Verified Request For Bailiff And For Sanctions, And To Mr. Rodems' Perjury, And Plaintiff's Motion For An Order Of Protection, submitted March 14, 2006.

Pursuant to Rule 1.201, Fla.R.Civ.P, Mr. Gillespie requests the Court designate this case complex litigation. Pursuant to Rule 1.200(a), Fla.R.Civ.P, Mr. Gillespie requests the Court hold a case management conference. Mr. Gillespie requests the Court limit the number of motions to one per hearing unless otherwise stipulated. Mr. Gillespie requests the Court determine the motions that need a hearing. Some motions dating to 2006 have not been heard. Mr. Gillespie requests the Court set a schedule to hear the motions beginning with the oldest first, unless otherwise stipulated. A partial list of outstanding motions is attached as Exhibit 3.

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In addition, Mr. Gillespie concurs with the Court to take a “federal approach” regarding the litigation. (transcript, Jan-26-10, page 4, line 15; and page 18, line 12). **ADA Request No. 3:** Mr. Gillespie requests the benefit of the services, programs, or activities of the Court described in the Law Review by the Honorable Claudia Rickert Isom, *Professionalism and Litigation Ethics*, 28 STETSON L. REV. 323, 324 (1998). This will allow Mr. Gillespie to litigate his case on a level playing field. Currently the Court is using a “trip and trap” model with Mr. Gillespie. The Court has allowed Mr. Rodems to take advantage of Mr. Gillespie’s disabilities and turned the court process into a bully/victim cycle due to the ridicule and exploitation of Mr. Gillespie’s functional impairments. The Court has rewarded Mr. Rodems’ harassing behavior with an extreme sanction of \$11,550. This is wrong, and contrary to the legitimate use of discovery.

Pretrial discovery was implemented to simplify the issues in a case, to encourage the settlement of cases, and to avoid costly litigation. (Elkins v. Syken, 672 So.2d 517 (Fla. 1996). In this case the parties know the issues from Defendants’ prior representation on the same matter. The rules of discovery are designed to secure the just and speedy determination of every action (In re Estes’ Estate, 158 So.2d 794 (Fla. Dist. Ct. App. 3d Dist. 1963), to promote the ascertainment of truth (Ulrich v. Coast Dental Services, Inc. 739 So.2d 142 (Fla. Dist. Ct. App. 5<sup>th</sup> Dist. 1999), and to ensure that judgments are rested on the real merits of causes (National Healthcorp Ltd. Partnership v. Close, 787 So.2d 22 (Fla. Dist. Ct. App. 2d Dist. 2001), and not upon the skill and maneuvering of counsel. (Zuberbuhler v. Division of Administration, State Dept. of Transp. 344 So.2d 1304 (Fla. Dist. Ct. App. 2d Dist. 1977). However in this case the Court has issued a Final Judgment March 27, 2008 in the amount of \$11,550 based on the skill and maneuvering of counsel, and counsel’s aggravation of Mr. Gillespie’s disability. Contemporaneously Defendants



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have not provided most of their discovery due in the lawsuit. Defendants have not provided any documents responsive to plaintiff's initial request for production served July 7, 2006. A motion to compel was submitted December 14, 2006 and remains unheard.

In conjunction with Judge Isom's law review, Mr. Gillespie requests the benefit of the services, programs, or activities of the Court described in *Haines v. Kerner*, 404 U.S. 520 (1971) where the US Supreme Court held that *pro se* pleadings should be held to "less stringent standards" than those drafted by attorneys. In the instant case Mr. Gillespie has been held to a higher standard than attorneys because there was no case management as required by Rule 2.545, Fla.R.Jud.Admin and as described in Judge Isom's law review. Nor was Mr. Gillespie given or offered the benefit of the mediation program, which is used in virtually all similar cases in the 13<sup>th</sup> Judicial Circuit.

**ADA Request No. 4:** Enforce by court order the directives imposed by Judge Isom on February 5, 2007. Judge Isom required Mr. Rodems to address plaintiff as "Mr. Gillespie" when speaking or in any written communication relative to this case, and not use nicknames or first names. Judge Isom also instructed Mr. Rodems to communicate in writing and not make telephone calls to Mr. Gillespie. (transcript, hearing of Feb-05-07, page 7, beginning at line 19).

Mr. Rodems has disobeyed Judge Isom's directives a number of times since February 5, 2007. In addition, during the January 26, 2010 hearing, Mr. Gillespie told the Court and Mr. Rodems that he was not to communicate by email. In the past Mr. Rodems was abusive in his email to Mr. Gillespie. Nonetheless, Mr. Rodems emailed Gillespie a few hours after the hearing. So a court order enforcing the directives imposed by Judge Isom must also include a prohibition on Mr. Rodems sending email to Mr. Gillespie.

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**ADA Request No. 5:** Mr. Gillespie requests a 180 day stay in the case to accomplish the following ADA Requests, numbers 6 and 7. On October 1, 2009 the Court granted Mr. Gillespie a 60 day stay to find counsel. Due to the death of Mr. Gillespie's mother September 16, 2009, he spent most of that time tending to her affairs and has not had sufficient time to find counsel to replace Mr. Bauer.

**ADA Request No. 6:** Mr. Gillespie requests time to scan thousands of pages of documents in this case to electronic PDF format. This case and underlying cause of action covers a ten year period and the files have become unmanageable and confusing relative to Gillespie's disability. Mr. Gillespie is not able to concentrate when handling a large amount of physical files and documents. He is better able to manage the files and documents when they are organized and viewable on his computer. Mr. Gillespie will bear the cost of converting files and documents to PDF.

This problem has been ongoing since the beginning of this lawsuit and has resulted in sanctions against Mr. Gillespie. When initially responding to Defendants' discovery requests, Mr. Gillespie invoked Rule 1.340(c), Fla.R.Civ.P, Option to Produce Records. Mr. Gillespie offered to allow Defendants to inspect his files, at a law library if necessary, but Mr. Rodems refused. At that time Gillespie was unaware of the technology that would have allowed him to effectively manage documents relative to his disability.

**ADA Request No. 7:** Mr. Gillespie requests time to find and hire counsel to represent him. The Court allowed Mr. Bauer to withdrawal in October 2009 without alternate counsel in place. Mr. Gillespie has not been able to obtain counsel through the usual channels. The Hillsborough County Bar Association was unable to refer a single attorney willing to litigate against Mr. Rodems. The Florida Bar Lawyer Referral Service does not

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make referrals in Hillsborough County. The Court may take notice of the difficulty faced by an ordinary citizen in finding counsel when suing his former lawyers who have taken a "full nuclear blast approach" in the litigation.

After four years of litigation it takes more than a phone call to hire counsel, it likely requires a sophisticated presentation and compelling arguments to prospective counsel to become involved in the litigation. Mr. Gillespie proposes the following plan:

a. Mr. Gillespie has identified an attorney, a partner firm that is uniquely situated to represent him. Mr. Gillespie is currently preparing a presentation to the attorney.

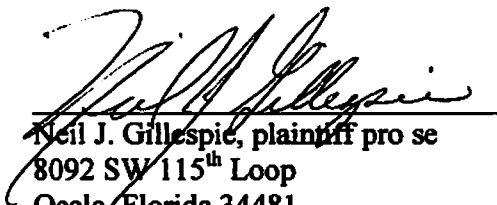
b. Mr. Gillespie is developing a web site for this litigation. From it he will search for counsel utilizing, among other things, the Wharton Global Community. Mr. Gillespie is a Wharton alumni. The Wharton alumni network has 85,000.

#### Conclusion

Mr. Gillespie believes the Court can ordinarily provide ADA accommodations in a timely and efficient manner. But this case has proved difficult because Mr. Rodems has a conflict litigating against a former client and took a "full nuclear blast attack" approach.

Mr. Gillespie apologies to the Court for any past ADA requests that it viewed improper. Those errors were due to Mr. Gillespie's ignorance of law and manifestations of his disability aggravated by Mr. Rodems harassing behavior toward him.

RESPECTFULLY SUBMITTED February 19, 2010.

  
Neil J. Gillespie, plaintiff pro se  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481  
Telephone: (352) 854-7807

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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

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

DIVISION: H

Defendants.

**COPY**

**PLAINTIFF'S ACCOMODATION REQUEST**  
**AMERICANS WITH DISABILITIES ACT (ADA)**

Plaintiff requests an accommodation under the Americans With Disabilities Act  
(ADA) and states:

1. Plaintiff was determined totally disabled by Social Security in 1994.
2. Defendants are familiar with Plaintiff's disability from their prior representation of him. Defendants investigated his eligibility to receive services from the Florida Department of Vocational Rehabilitation (DVR). DVR determined that Plaintiff was too severely disabled to benefit from services. Defendants concurred, and notified Plaintiff of their decision in a letter to him dated March 27, 2001. (Exhibit A).
3. Plaintiff has the following medical conditions which are disabling and prevent him from effectively participating in court proceedings, including:
  - a. Depression and related mood disorder. This medical condition prevents Plaintiff from working, meeting deadlines, and concentrating. The inability to concentrate at times affects Plaintiff's ability to hear and comprehend.

**EXHIBIT**

**1**

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b. Post Traumatic Stress Disorder (PTSD), makes Plaintiff susceptible to stress, such as the ongoing harassment by Defendants' lawyer, Mr. Rodems.

c. Velopharyngeal Incompetence (VPI) is a speech impairment that affects Plaintiff's ability to communicate.

d. The medical treatment for depression includes prescription medication that further disables Plaintiff's ability to do the work of this lawsuit, and further prevents him from effectively participating in the proceedings.

4. Prior to the onset of the most disabling aspects Plaintiff's medical condition(s), he was a productive member of society, a business owner for 12 years, and a graduate of both the University of Pennsylvania and The Evergreen State College.

5. On March 3, 2006, Ryan Christopher Rodems telephoned Plaintiff at his home and threatened to use information learned during Defendants prior representation against him in the instant lawsuit. Mr. Rodems' threats were twofold; to intimidate Plaintiff into dropping this lawsuit by threatening to disclose confidential client information, and to inflict emotional distress, to trigger Plaintiff's Post Traumatic Stress Disorder, and inflict injury upon Plaintiff for Defendants' advantage in this lawsuit.

6. On March 6, 2006, Mr. Rodems made a false verification the Court about the March 3, 2006 telephone call. Mr. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions, and told the Court under oath that Plaintiff threatened acts of violence in Judge Nielsen's chambers. It was a stunt that backfired when a tape recording of the phone call showed that Mr. Rodems lied. Plaintiff notified the Court about Mr. Rodems' perjury in Plaintiff's Motion With Affidavit To Show Cause Why Ryan Christopher Rodems Should not Be Held In Criminal Contempt Of Court and Incorporated Memorandum Of Law submitted January 29, 2007.

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7. Mr. Rodems' harassing phone call to Plaintiff of March 3, 2006, was a tort, the *Intentional Infliction of Emotional Distress*. Mr. Rodems' tort injured Plaintiff by aggravating his existing medical condition. From the time of the call on March 3, 2006, Plaintiff suffered worsening depression for which he was treated by his doctors.

a. On May 1, 2006 Plaintiff's doctor prescribed Effexor XR, a serotonin-norepinephrine reuptake inhibitor (SNRI), to the maximum dosage.

b. Plaintiff's worsening depression, and the side affects of the medication, lessened Plaintiff's already diminished ability to represent himself in this lawsuit.

c. On October 4, 2006 Plaintiff began the process of discontinuing his medication so that he could improve is ability to represent himself in this lawsuit.

d. On or about November 18, 2006, Plaintiff discontinued the use of anti-depression medication, to improve his ability to represent himself in this lawsuit.

8. Mr. Rodems continued to harass Plaintiff during the course of this lawsuit in the following manner:

a. Mr. Rodems lay-in-wait for Plaintiff outside Judge Nielsen's chambers on April 25, 2006, following a hearing, to taunt him and provoke an altercation.

b. Mr. Rodems refused to address Plaintiff as "Mr. Gillespie" but used his first name, and disrespectful derivatives, against Plaintiff's expressed wishes.

c. Mr. Rodems left insulting, harassing comments on Plaintiff's voice mail during his ranting message of December 13, 2006.

d. Mr. Rodems wrote Plaintiff a five-page diatribe of insults and ad hominem abusive attacks on December 13, 2006.

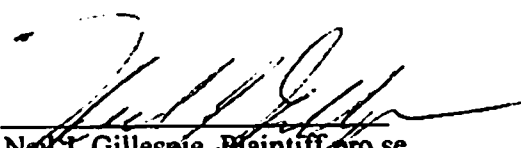
9. Plaintiff notified the Court of his inability to obtain counsel in *Plaintiff's Notice of Inability to obtain Counsel* submitted February 13, 2007.

Gillespie v. Barker, Rodems & Cook, P.A., case no. 05-CA-7205

10. Plaintiff acknowledges that this ADA accommodation request is unusual, but so are the circumstances. Defendants in this lawsuit are Plaintiff's former lawyers, who are using Plaintiff's client confidences against him, while contemporaneously inflicting new injuries upon their former client based on his disability.

WHEREFORE, Plaintiff requests additional time to obtain counsel, a stay in the proceedings for 90 days. Plaintiff also requests accommodation in the form of additional time to meet deadlines when needed due to his disability.

RESPECTFULLY SUBMITTED this 20<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Neil J. Gillespie, Plaintiff pro se  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481  
Telephone: (352) 502-8409

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via US Mail to Ryan C. Rodems, attorney, Barker, Rodems & Cook, P.A., 400 N Ashley Dr., Suite 2100, Tampa, FL 33602, this 20<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Neil J. Gillespie

**BARKER, RODEMS & COOK**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

ERIC A. BARKER  
FRANK R. RODEMS  
WILLIAM J. COOK

300 West Platt Street, Suite 150  
Tampa, Florida 33606

Telephone 813/459-1001  
Facsimile 813/459-1008

March 27, 2001

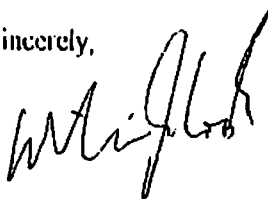
Neil J. Gillespie  
Apartment C-2  
1121 Beach Drive NE  
St. Petersburg, Florida 33701-1434

**Re: Vocational Rehabilitation**

Dear Neil:

I am enclosing the material you provided to us. We have reviewed them and, unfortunately, we are not in a position to represent you for any claims you may have. Please understand that our decision does not mean that your claims lack merit, and another attorney might wish to represent you. If you wish to consult with another attorney, we recommend that you do so immediately as a statute of limitations will apply to any claims you may have. As you know, a statute of limitations is a legal deadline for filing a lawsuit. Thank you for the opportunity to review your materials.

Sincerely,



William J. Cook

WJC/mss

Enclosures





216B

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

NEIL J. GILLESPIE,

Plaintiff,

CASE NO.: 05-CA-7205

vs.

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

DIVISION: C

Defendants.

**PLAINTIFF'S AMENDED ACCOMODATION REQUEST**  
**AMERICANS WITH DISABILITIES ACT (ADA)**

Plaintiff requests an accommodation under the Americans With Disabilities Act (ADA) and states:

1. Plaintiff was determined totally disabled by Social Security in 1994.
2. Defendants are familiar with Plaintiff's disability from their prior representation of him. Defendants investigated his eligibility to receive services from the Florida Department of Vocational Rehabilitation (DVR). DVR determined that Plaintiff was too severely disabled to benefit from services. Defendants concurred, and notified Plaintiff of their decision in a letter to him dated March 27, 2001. (Exhibit A). Defendants were also informed of Plaintiff's medication for depression by fax dated October 6, 2000, Effexor XR 150mg. (Exhibit B).
3. Plaintiff has the following medical conditions which are disabling and prevent him from effectively participating in court proceedings, including:
  - a. Depression and related mood disorder. This medical condition prevents Plaintiff from working, meeting deadlines, and concentrating. The inability to



**Gillespie v. Barker, Rodems & Cook, P.A., case no. 05-CA-7205**

concentrate at times affects Plaintiff's ability to hear and comprehend. The medical treatment for depression includes prescription medication that further disables Plaintiff's ability to do the work of this lawsuit, and further prevents him from effectively participating in the proceedings.

b. Post Traumatic Stress Disorder (PTSD), makes Plaintiff susceptible to stress, such as the ongoing harassment by Defendants' lawyer, Mr. Rodems.

c. Velopharyngeal Incompetence (VPI) is a speech impairment that affects Plaintiff's ability to communicate.

d. Type 2 diabetes. This was diagnosed in 2006 after Defendants' representation.

4. Prior to the onset of the most disabling aspects Plaintiff's medical condition(s), he was a productive member of society, a business owner for 12 years, and a graduate of both the University of Pennsylvania and The Evergreen State College.

5. On March 3, 2006, Ryan Christopher Rodems telephoned Plaintiff at his home and threatened to use information learned during Defendants prior representation against him in the instant lawsuit. Mr. Rodems' threats were twofold; to intimidate Plaintiff into dropping this lawsuit by threatening to disclose confidential client information, and to inflict emotional distress, to trigger Plaintiff's Post Traumatic Stress Disorder, and inflict injury upon Plaintiff for Defendants' advantage in this lawsuit.

6. On March 6, 2006, Mr. Rodems made a false verification the Court about the March 3, 2006 telephone call. Mr. Rodems submitted Defendants' Verified Request For Bailiff And For Sanctions, and told the Court under oath that Plaintiff threatened acts of violence in Judge Nielsen's chambers. It was a stunt that backfired when a tape recording of the phone call showed that Mr. Rodems lied. Plaintiff notified the Court

Gillespie v. Barker, Rodems & Cook, P.A., case no. 05-CA-7205

about Mr. Rodems' perjury in Plaintiff's Motion With Affidavit To Show Cause Why Ryan Christopher Rodems Should not Be Held In Criminal Contempt Of Court and Incorporated Memorandum Of Law submitted January 29, 2007.

7. Mr. Rodems' harassing phone call to Plaintiff of March 3, 2006, was a tort, the *Intentional Infliction of Emotional Distress*. Mr. Rodems' tort injured Plaintiff by aggravating his existing medical condition. From the time of the call on March 3, 2006, Plaintiff suffered worsening depression for which he was treated by his doctors.

a. On May 1, 2006 Plaintiff's doctor prescribed Effexor XR, a serotonin-norepinephrine reuptake inhibitor (SNRI), to the maximum dosage.

b. Plaintiff's worsening depression, and the side affects of the medication, lessened Plaintiff's already diminished ability to represent himself in this lawsuit.

c. On October 4, 2006 Plaintiff began the process of discontinuing his medication so that he could improve is ability to represent himself in this lawsuit.

d. On or about November 18, 2006, Plaintiff discontinued the use of anti-depression medication, to improve his ability to represent himself in this lawsuit.

8. Mr. Rodems continued to harass Plaintiff during the course of this lawsuit in the following manner:

a. Mr. Rodems lay-in-wait for Plaintiff outside Judge Nielsen's chambers on April 25, 2006, following a hearing, to taunt him and provoke an altercation.

b. Mr. Rodems refused to address Plaintiff as "Mr. Gillespie" but used his first name, and disrespectful derivatives, against Plaintiff's expressed wishes.

c. Mr. Rodems left insulting, harassing comments on Plaintiff's voice mail during his ranting message of December 13, 2006.

Gillespie v. Barker, Rodems & Cook, P.A., case no. 05-CA-7205

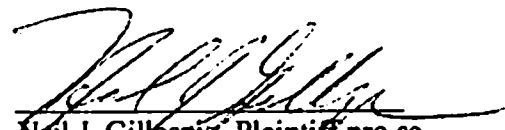
d. Mr. Rodems wrote Plaintiff a five-page diatribe of insults and ad hominem abusive attacks on December 13, 2006.

9. Plaintiff notified the Court of his inability to obtain counsel in *Plaintiff's Notice of Inability to obtain Counsel* submitted February 13, 2007.

10. Plaintiff acknowledges that this ADA accommodation request is unusual, but so are the circumstances. Defendants in this lawsuit are Plaintiff's former lawyers, who are using Plaintiff's client confidences against him, while contemporaneously inflicting new injuries upon their former client based on his disability.

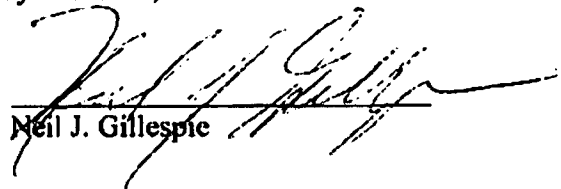
WHEREFORE, Plaintiff requests additional time to obtain counsel, a stay in the proceedings for 90 days. Plaintiff also requests accommodation in the form of additional time to meet deadlines when needed due to his disability.

RESPECTFULLY SUBMITTED this 5<sup>th</sup> day of March, 2007.

  
Neil J. Gillespie, Plaintiff pro se  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481  
Telephone: (352) 502-8409

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via US Mail to Ryan C. Rodems, attorney, Barker, Rodems & Cook, P.A., 400 N Ashley Dr., Suite 2100, Tampa, FL 33602, this 5<sup>th</sup> day of March, 2007.

  
Neil J. Gillespie

**BARKER, RODEMS & COOK**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

CHRIS A. BARKER  
RYAN CHRISTOPHER RODEMS  
WILLIAM L. COOK

300 West Platt Street, Suite 150  
Tampa, Florida 33606

Telephone 813/489-1001  
Facsimile 813/489-1005

March 27, 2001

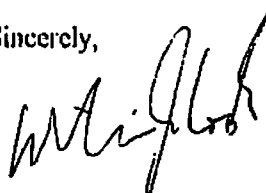
Neil J. Gillespie  
Apartment C-2  
1121 Beach Drive NE  
St. Petersburg, Florida 33701-1434

**Re: Vocational Rehabilitation**

Dear Neil:

I am enclosing the material you provided to us. We have reviewed them and, unfortunately, we are not in a position to represent you for any claims you may have. Please understand that our decision does not mean that your claims lack merit, and another attorney might wish to represent you. If you wish to consult with another attorney, we recommend that you do so immediately as a statute of limitations will apply to any claims you may have. As you know, a statute of limitations is a legal deadline for filing a lawsuit. Thank you for the opportunity to review your materials.

Sincerely,



William J. Cook

WJC/miss

Enclosures



# Fax

**From:** Neil J. Gillespie

1121 Beach Drive NE, Apt C-2

St. Petersburg, FL 33701

Phone/Fax: (727) 823-2390

**To:** William J. Cook, Attorney at Law

**Fax:** (813) 228-9612

**Date:** October 6, 2000

**Pages:** just this page

**Re:** ACE Check Cashing deposition

☐ **Urgent**      ☐ **Please Reply**      ☐ **For Your Review**

● **Comments:**

RE: Current medications

Effexor XR 150 mg (depression)

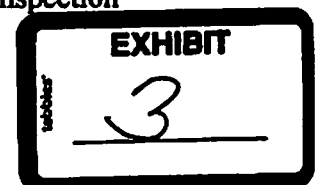
Levoxyl 0.075 mg (hormone)



**Partial list of outstanding motions and pleadings**  
**Gillespie v. Barker, Rodems & Cook, PA, case no. 05-CA-7205**

By date beginning with the oldest. This list is incomplete due to time constraints, and includes mostly plaintiff's motions and pleadings.

1. March 6, 2006, *Defendants' Verified Request For Bailiff And For Sanctions*
2. March 14, 2006, *Plaintiff's Verified Response To Defendants' Verified Request For Bailiff And For Sanctions and Motion For An Order Of Protection*
3. April 25, 2006, *Plaintiff's Motion For Summary Judgment*
4. April 25, 2006, *Plaintiff's Motion for Appointment of Counsel, Attorney's Fees, and Legal Retainer.*
5. December 14, 2006, *Plaintiff's Motion to Compel Defendants' Discovery*
6. January 18, 2007, *Plaintiff's Motion for Punitive Damages Pursuant to Section 768.72 Florida Statutes*
7. January 29, 2007, *Plaintiff's Motion With An Affidavit For An Order To Show Cause Why Ryan Christopher Rodems Should Not Be Held In Criminal Court And Incorporated Memorandum of Law*
8. February 1, 2007, *Plaintiff's Second Motion to Compel Defendants' Discovery*
9. February 20, 2007, *Plaintiff's Accommodation Request Americans with Disabilities Act (ADA)*
10. March 5, 2007, *Plaintiff's Amended Accommodation Request Americans with Disabilities Act (ADA)*
11. July 16, 2008, *Plaintiff's Motion for Rehearing* (submitted by Mr. Bauer)
12. August 14, 2008, *Plaintiff's Claim of Exemption and Request for Hearing* (Submitted by Mr. Bauer)
13. December 15, 2009, *Plaintiff's Motion to Hold Ryan Christopher Rodems in Civil Contempt of Court*, (Violated Stay Order of October 1, 2009)
14. January 5, 2010, *Plaintiff's Motion for an Order of Protections Against Ryan Christopher Rodems* (with request to Disqualify Mr. Rodems as Counsel for Defendants)
15. January 26, 2010, *Plaintiff's Motion For Relief From Order Adjudging Contempt*
16. February 16, 2010, *Objection To Notice For Trial*
17. February 18, 2010, *Plaintiff's Motion For Order Or Protection*, premise inspection





**ADMINISTRATIVE OFFICE OF THE COURTS**  
**THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA**  
**LEGAL DEPARTMENT**

DAVID A. ROWLAND

GENERAL COUNSEL

July 9, 2010

Neil J. Gillespie  
8092 SW 115<sup>th</sup> Loop  
Ocala, Florida 34481

*Via E-Mail:* [neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)

Re: ADA Accommodation Request  
*Gillespie v. Barker, Rodems & Cook*, Case No.: 05-CA-007205,  
Thirteenth Judicial Circuit, General Civil Division

Dear Mr. Gillespie:

This is a response to your July 6, 2010 ADA request for accommodation directed to Gonzalo Casares, the Thirteenth Judicial Circuit ADA Coordinator. You request the same ADA accommodations previously submitted on February 19, 2010. Your February 19, 2010 ADA request was a request for the court to take the following case management actions:

1. Stop Mr. Rodems' behavior directed toward you that is aggravating your post traumatic stress syndrome.
2. Fulfill case management duties imposed by Florida Rule of Judicial Administration 2.545 and designate the above-referenced case as complex litigation under Florida Rule of Civil Procedure 1.201.
3. Offer services, programs, or activities described in Judge Isom's law review article – *Professionalism and Litigation Ethics*, 28 Stetson L. Rev. 323, 324 (1998) – so the court can "intensively" manage the case.



Neil J. Gillespie

July 9, 2010

Page 2

4. Enforce Judge Isom's directives imposed on February 5, 2007 which require both parties to only address each other by surname when communicating about this case and require parties to communicate in writing instead of telephone calls.
5. Allow a 180-day stay so you can scan thousands of documents in this case to PDF and find and hire replacement counsel.

As ADA Coordinator, Mr. Casares can assist in providing necessary auxiliary aids and services and any necessary facility-related accommodations. But neither Mr. Casares, nor any other court employee, can administratively grant, as an ADA accommodation, requests that relate to the internal management of a pending case. All of your case management requests – that opposing counsel's behavior be modified, that the court fulfill its duties under Rule 2.545, that the above-referenced case be designated as complex, that your case be "intensively" managed as suggested by Judge Isom's law review article, that Judge Isom's previous directive regarding communication between parties be enforced, that your case be stayed – must be submitted by written motion to the presiding judge of the case. The presiding judge may consider your disability, along with other relevant factors, in ruling upon your motion.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Rowland", with a stylized, cursive script.

David A. Rowland

cc: The Honorable Martha J. Cook  
Ryan C. Rodems, Counsel for Defendant  
Gonzalo Casares, ADA Coordinator for the Thirteenth Judicial Circuit

**EUGENE R. CLEMENT, et al.****CondenseIt!™****AMSCOT**

| <p>1 UNITED STATES DISTRICT COURT<br/>2 MIDDLE DISTRICT OF FLORIDA<br/>3 TAMPA DIVISION</p> <p>4 -----X<br/>5 EUGENE R. CLEMENT, GAY ANN<br/>6 BLOMEFIELD and NEIL GILLESPIE,<br/>7 individually and on behalf of<br/>8 others similarly situated,<br/>9<br/>10 Plaintiffs,<br/>11<br/>12 vs. Case No.: 8:00-CV-<br/>13 2795-T-26EJ<br/>14<br/>15 AMSCOT CORPORATION, a Florida<br/>16 corporation,<br/>17<br/>18 Defendant.<br/>19 -----X</p> <p>20<br/>21 DEPOSITION OF: NEIL J. GILLESPIE<br/>22<br/>23 TAKEN: Pursuant to Notice by<br/>24 Counsel for Defendant<br/>25<br/>26 PLACE: Barker, Rodems &amp; Cook, P.A.<br/>27 300 West Platt Street<br/>28 Suite 150<br/>29 Tampa, Florida<br/>30<br/>31 DATE: May 14, 2001<br/>32<br/>33 TIME: 10:15 a.m.<br/>34<br/>35 REPORTED BY: Chere J. Barton<br/>36 Notary Public<br/>37 State of Florida at Large</p> <p>38<br/>39 REGENCY REPORTING SERVICE, INC.<br/>40 201 East Kennedy Boulevard<br/>41 Suite 950<br/>42 Tampa, Florida 33602<br/>43 (813) 222-8978</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>1 INDEX OF EXHIBITS Page 3</p> <p>2 Page</p> <p>3 Defendant's Exhibit No. 1 for Identification<br/>(AMSCOT Payday Advance Deferred Deposit<br/>Application) 6</p> <p>4 Defendant's Exhibit No. 2 for Identification<br/>(Notice of Serving Answers and Objections to<br/>AMSCOT's First Set of Interrogatories<br/>to Neil Gillespie) 15</p> <p>5 Defendant's Exhibit No. 3 for Identification<br/>(Summons and Notice of Trial of<br/>Adversary Proceeding) 79</p> <p>6 Defendant's Exhibit No. 4 for Identification<br/>(Bankruptcy Filing) 90</p> <p>7 Defendant's Exhibit No. 5 for Identification<br/>(Handwritten List of Payday Advances)</p> |
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| <p>1 APPEARANCES: Page 2</p> <p>2 WILLIAM J. COOK, ESQUIRE<br/>3 Barker, Rodems &amp; Cook, P.A.<br/>4 300 West Platt Street<br/>5 Suite 150<br/>6 Tampa, Florida 33606<br/>7<br/>8 Appeared for Plaintiffs</p> <p>9 JOHN A. ANTHONY, ESQUIRE<br/>10 Gray, Harris, Robinson,<br/>11 Shackelford, Farrior<br/>12 501 East Kennedy Boulevard<br/>13 Suite 1400<br/>14 Tampa, Florida 33602<br/>15<br/>16 Appeared for Defendant</p> <p>17 ALSO PRESENT: Gay Ann Blomefield</p> <p>18<br/>19<br/>20<br/>21<br/>22<br/>23<br/>24<br/>25</p> <p>26<br/>27<br/>28<br/>29<br/>30<br/>31<br/>32<br/>33<br/>34<br/>35<br/>36<br/>37<br/>38<br/>39<br/>40<br/>41<br/>42<br/>43<br/>44<br/>45</p> <p>46<br/>47<br/>48<br/>49<br/>50<br/>51<br/>52<br/>53<br/>54<br/>55<br/>56<br/>57<br/>58<br/>59<br/>60<br/>61<br/>62<br/>63<br/>64<br/>65<br/>66<br/>67<br/>68<br/>69<br/>70<br/>71<br/>72<br/>73<br/>74<br/>75<br/>76<br/>77<br/>78<br/>79<br/>80<br/>81<br/>82<br/>83<br/>84<br/>85<br/>86<br/>87<br/>88<br/>89<br/>90<br/>91<br/>92<br/>93<br/>94<br/>95<br/>96<br/>97<br/>98<br/>99<br/>100</p> 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<p>1101<br/>1102<br/>1103<br/>1104<br/>1105<br/>1106<br/>1107<br/>1108<br/>1109<br/>1110<br/>1111<br/>1112<br/>1113<br/>1114<br/>1115<br/>1116<br/>1117<br/>1118<br/>1119<br/>1120<br/>1121<br/>1122<br/>1123<br/>1124<br/>1125<br/>1126<br/>1127<br/>1128<br/>1129<br/>1130<br/>1131<br/>1132<br/>1133<br/>1134<br/>1135<br/>1136<br/>1137<br/>1138<br/>1139<br/>1140<br/>1141<br/>1142<br/>1143<br/>1144<br/>1145<br/>1146<br/>1147<br/>1148<br/>1149<br/>1150<br/>1151<br/>1152<br/>1153<br/>1154<br/>1155<br/>1156<br/>1157<br/>1158<br/>1159<br/>1160<br/>1161<br/>1162<br/>1163<br/>1164<br/>1165<br/>1166<br/>1167<br/>1168<br/>1169<br/>1170<br/>1171<br/>1172<br/>1173<br/>1174<br/>1175<br/>1176<br/>1177<br/>1178<br/>1179<br/>1180<br/>1181<br/>1182<br/>1183<br/>1184<br/>1185<br/>1186<br/>1187<br/>1188<br/>1189<br/>1190<br/>1191<br/>1192<br/>1193<br/>1194<br/>1195<br/>1196<br/>1197<br/>1198<br/>1199<br/>1200</p> 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<p>1301<br/>1302<br/>1303<br/>1304<br/>1305<br/>1306<br/>1307<br/>1308<br/>1309<br/>1310<br/>1311<br/>1312<br/>1313<br/>1314<br/>1315<br/>1316<br/>1317<br/>1318<br/>1319<br/>1320<br/>1321<br/>1322<br/>1323<br/>1324<br/>1325<br/>1326<br/>1327<br/>1328<br/>1329<br/>1330<br/>1331<br/>1332<br/>1333<br/>1334<br/>1335<br/>1336<br/>1337<br/>1338<br/>1339<br/>1340<br/>1341<br/>1342<br/>1343<br/>1344<br/>1345<br/>1346<br/>1347<br/>1348<br/>1349<br/>1350<br/>1351<br/>1352<br/>1353<br/>1354<br/>1355<br/>1356<br/>1357<br/>1358<br/>1359<br/>1360<br/>1361<br/>1362<br/>1363<br/>1364<br/>1365<br/>1366<br/>1367<br/>1368<br/>1369<br/>1370<br/>1371<br/>1372<br/>1373<br/>1374<br/>1375<br/>1376<br/>1377<br/>1378<br/>1379<br/>1380<br/>1381<br/>1382<br/>1383<br/>1384<br/>1385<br/>1386<br/>1387<br/>1388<br/>1389<br/>1390<br/>1391<br/>1392<br/>1393<br/>1394<br/>1395<br/>1396<br/>1397<br/>1398<br/>1399<br/>1400</p> <p>1401<br/>1402<br/>1403<br/>1404<br/>1405<br/>1406<br/>1407<br/>1408<br/>1409<br/>1410<br/>1411<br/>1412<br/>1413<br/>1414<br/>1415<br/>1416<br/>1417<br/>1418<br/>1419<br/>1420<br/>1421<br/>1422<br/>1423<br/>1424<br/>1425<br/>1426<br/>1427<br/>1428<br/>1429<br/>1430<br/>1431<br/>1432<br/>1433<br/>1434<br/>1435<br/>1436<br/>1437<br/>1438<br/>1439<br/>1440<br/>1441<br/>1442<br/>1443<br/>1444<br/>1445<br/>1446<br/>1447<br/>1448<br/>1449<br/>1450<br/>1451<br/>1452<br/>1453<br/>1454<br/>1455<br/>1456<br/>1457<br/>1458<br/>1459<br/>1460<br/>1461<br/>1462<br/>1463<br/>1464<br/>1465<br/>1466<br/>1467<br/>1468<br/>1469<br/>1470<br/>1471<br/>1472<br/>1473<br/>1474<br/>1475<br/>1476<br/>1477<br/>1478<br/>1479<br/>1480<br/>1481<br/>1482<br/>1483<br/>1484<br/>1485<br/>1486<br/>1487<br/>1488<br/>1489<br/>1490<br/>1491<br/>1492<br/>1493<br/>1494<br/>1495<br/>1496<br/>1497<br/>1498<br/>1499<br/>1500</p> <p>1501<br/>1502<br/>1503<br/>1504<br/>1505<br/>1506<br/>1507<br/>1508<br/>1509<br/>1510<br/>1511<br/>1512<br/>1513<br/>1514<br/>1515<br/>1516<br/>1517<br/>1518<br/>1519<br/>1520<br/>1521<br/>1522<br/>1523<br/>1524<br/>1525<br/>1526<br/>1527<br/>1528<br/>1529<br/>1530<br/>1531<br/>1532<br/>1533<br/>1534<br/>1535<br/>1536<br/>1537<br/>1538<br/>1539<br/>1540<br/>1541<br/>1542<br/>1543<br/>1544<br/>1545<br/>1546<br/>1547<br/>1548<br/>1549<br/>1550<br/>1551<br/>1552<br/>1553<br/>1554<br/>1555<br/>1556<br/>1557<br/>1558<br/>1559<br/>1560<br/>1561<br/>1562<br/>1563<br/>1564<br/>1565<br/>1566<br/>1567<br/>1568<br/>1569<br/>1570<br/>1571<br/>1572<br/>1573<br/>1574<br/>1575<br/>1576<br/>1577<br/>1578<br/>1579<br/>1580<br/>1581<br/>1582<br/>1583<br/>1584<br/>1585<br/>1586<br/>1587<br/>1588<br/>1589<br/>1590<br/>1591<br/>1592<br/>1593<br/>1594<br/>1595<br/>1596<br/>1597<br/>1598<br/>1599<br/>1600</p> <p>1601<br/>1602<br/>1603<br/>1604<br/>1605<br/>1606<br/>1607<br/>1608<br/>1609<br/>1610<br/>1611<br/>1612<br/>1613<br/>1614<br/>1615<br/>1616<br/>1617<br/>1618<br/>1619<br/>1620<br/>1621<br/>1622<br/>1623<br/>1624<br/>1625<br/>1626<br/>1627<br/>1628<br/>1629<br/>1630<br/>1631<br/>1632<br/>1633<br/>1634<br/>1635<br/>1636<br/>1637<br/>1638<br/>1639<br/>1640<br/>1641<br/>1642<br/>1643<br/>1644<br/>1645<br/>1646<br/>1647<br/>1648<br/>1649<br/>1650<br/>1651<br/>1652<br/>1653<br/>1654<br/>1655<br/>1656<br/>1657<br/>1658<br/>1659<br/>1660<br/>1661<br/>1662<br/>1663<br/>1664<br/>1665<br/>1666<br/>1667<br/>1668<br/>1669<br/>1670<br/>1671<br/>1672<br/>1673<br/>1674<br/>1675<br/>1676<br/>1677<br/>1678<br/>1679<br/>1680<br/>1681<br/>1682<br/>1683<br/>1684<br/>1685<br/>1686<br/>1687<br/>1688<br/>1689<br/>1690<br/>1691<br/>1692<br/>1693<br/>1694<br/>1695<br/>1696<br/>1697<br/>1698<br/>1699<br/>1700</p> <p>1701<br/>1702<br/>1703<br/>1704<br/>1705<br/>1706<br/>1707<br/>1708<br/>1709<br/>1710<br/>1711<br/>1712<br/>1713<br/>1714<br/>1715<br/>1716<br/>1717<br/>1718<br/>1719<br/>1720<br/>1721<br/>1722<br/>1723<br/>1724<br/>1725<br/>1726<br/>1727<br/>1728<br/>1729<br/>1730<br/>1731<br/>1732<br/>1733<br/>1734<br/>1735<br/>1736<br/>1737<br/>1738<br/>1739<br/>1740<br/>1741<br/>1742<br/>1743<br/>1744<br/>1745<br/>1746<br/>1747<br/>1748<br/>1749<br/>1750<br/>1751<br/>1752<br/>1753<br/>1754<br/>1755<br/>1756<br/>1757<br/>1758<br/>1759<br/>1760<br/>1761<br/>1762<br/>1763<br/>1764<br/>1765<br/>1766<br/>1767<br/>1768<br/>1769<br/>1770<br/>1771<br/>1772<br/>1773<br/>1774<br/>1775<br/>1776<br/>1777<br/>1778<br/>1779<br/>1780<br/>1781<br/>1782<br/>1783<br/>1784<br/>1785<br/>1786<br/>1787<br/>1788<br/>1789<br/>1790<br/>1791<br/>1792<br/>1793<br/>1794<br/>1795<br/>1796<br/>1797<br/>1798<br/>1799<br/>1800</p> <p>1801<br/>1802<br/>1803<br/>1804<br/>1805<br/>1806<br/>1807<br/>1808<br/>1809<br/>1810<br/>1811<br/>1812<br/>1813<br/>1814<br/>1815<br/>1816<br/>1817<br/>1818<br/>1819<br/>1820<br/>1821<br/>1822<br/>1823<br/>1824<br/>1825<br/>1826<br/>1827<br/>1828<br/>1829<br/>1830<br/>1831<br/>1832<br/>1833<br/>1834<br/>1835<br/>1836<br/>1837<br/>1838<br/>1839<br/>1840<br/>1841<br/>1842<br/>1843<br/>1844<br/>1845<br/>1846<br/>1847<br/>1848<br/>1849<br/>1850<br/>1851<br/>1852<br/>1853<br/>1854<br/>1855<br/>1856<br/>1857<br/>1858<br/>1859<br/>1860<br/>1861<br/>1862<br/>1863<br/>1864<br/>1865<br/>1866<br/>1867<br/>1868<br/>1869<br/>1870<br/>1871<br/>1872<br/>1873<br/>1874<br/>1875<br/>1876<br/>1877<br/>1878<br/>1879<br/>1880<br/>1881<br/>1882<br/>1883<br/>1884<br/>1885<br/>1886<br/>1887<br/>1888<br/>1889<br/>1890<br/>1891<br/>1892<br/>1893<br/>1894<br/>1895<br/>1896<br/>1897<br/>1898<br/>1899<br/>1900</p> <p>1901<br/>1902<br/>1903<br/>1904<br/>1905<br/>1906<br/>1907<br/>1908<br/>1909<br/>1910<br/>1911<br/>1912<br/>1913<br/>1914<br/>1915<br/>1916<br/>1917<br/>1918<br/>1919<br/>1920<br/>1921<br/>1922<br/>1923<br/>1924<br/>1925<br/>1926<br/>1927<br/>1928<br/>1929<br/>1930<br/>1931<br/>1932<br/>1933<br/>1934<br/>1935<br/>1936<br/>1937<br/>1938<br/>1939<br/>1940<br/>1941<br/>1942<br/>1943<br/>1944<br/>1945<br/>1946<br/>1947<br/>1948<br/>1949<br/>1950<br/>1951<br/>1952<br/>1953<br/>1954<br/>1955<br/>1956<br/>1957<br/>1958<br/>1959<br/>1960<br/>1961<br/>1962<br/>1963<br/>1964<br/>1965<br/>1966<br/>1967<br/>1968<br/>1969<br/>1970<br/>1971<br/>1972<br/>1973<br/>1974<br/>1975<br/>1976<br/>1977<br/>1978<br/>1979<br/>1980<br/>1981<br/>1982<br/>1983<br/>1984<br/>1985<br/>1986<br/>1987<br/>1988<br/>1989<br/>1990<br/>1991<br/>1992<br/>1993<br/>1994<br/>1995<br/>1996<br/>1997<br/>1998<br/>1999<br/>2000</p> <p>2001<br/>2002<br/>2003<br/>2004<br/>2005<br/>2006<br/>2007<br/>2008<br/>2009<br/>2010<br/>2011<br/>2012<br/>2013<br/>2014<br/>2015<br/>2016<br/>2017<br/>2018<br/>2019<br/>2020<br/>2021<br/>2022<br/>2023<br/>2024<br/>2025<br/>2026<br/>2027<br/>2028<br/>2029<br/>2030<br/>2031<br/>2032<br/>2033<br/>2034<br/>2035<br/>2036<br/>2037<br/>2038<br/>2039<br/>2040<br/>2041<br/>2042<br/>2043<br/>2044<br/>2045<br/>2046<br/>2047<br/>2048<br/>2049<br/>2050<br/>2051<br/>2052<br/>2053<br/>2054<br/>2055<br/>2056<br/>2057<br/>2058<br/>2059<br/>2060<br/>2061<br/>2062<br/>2063<br/>2</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                        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EUGENE R. CLEMENT, et al.

CondenseIt!™

AMSCOT

| Page 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Page 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <p>1 Q At the point in which you were looking up AMSCOT</p> <p>2 in the Yellow Pages, what companies were you doing payday</p> <p>3 advance business with?</p> <p>4 A I believe at that time I may have been doing</p> <p>5 business with ACE.</p> <p>6 Q Who else? EZ Check Cashing in Clearwater?</p> <p>7 A Well, yes. There were a number of companies.</p> <p>8 You asked about the specific names. If I could refer to</p> <p>9 those notes, I can maybe answer that better.</p> <p>10 Q Let me ask you: What did you do to prepare for</p> <p>11 your deposition today?</p> <p>12 A To prepare for the deposition I went through the</p> <p>13 case file and some other notes.</p> <p>14 Q Your case file or your firm's case file?</p> <p>15 A My own file.</p> <p>16 Q And do you have the materials with you today that</p> <p>17 you went through?</p> <p>18 A No.</p> <p>19 Q Where are they?</p> <p>20 A At my house.</p> <p>21 Q Have you given a copy of those documents to</p> <p>22 AMSCOT in response to our request for production?</p> <p>23 A Yes.</p> <p>24 Q You have?</p> <p>25 A Yes.</p>                                                                                                                                                               | <p>1 Q (By Mr. Anthony) Sure.</p> <p>2 A This looks like the application, AMSCOT's</p> <p>3 application.</p> <p>4 Q Do you see your signature anywhere on that</p> <p>5 document or your handwriting?</p> <p>6 A Well, as I -- there appears to be two</p> <p>7 handwritings here. Some of it's mine. Where it says last</p> <p>8 name, that looks like my handwriting. Where it says first</p> <p>9 name, that's not my handwriting nor is it the correct</p> <p>10 spelling of my first name.</p> <p>11 With regard to my signature, it appears that my</p> <p>12 signature is on the back of the document.</p> <p>13 Q Okay. Why don't you put an X where your</p> <p>14 signature is, in this blue pen here, and then date it.</p> <p>15 A Date it what date?</p> <p>16 Q With today's date so that we can know that you're</p> <p>17 authenticating the signature. Did you read that document</p> <p>18 before you signed it, or do you remember?</p> <p>19 A I don't recall. I may have glanced through it.</p> <p>20 The print is pretty small.</p> <p>21 Q Can you read it?</p> <p>22 A I can now. I have bifocals. I didn't have them</p> <p>23 at the time that I -- back in '98.</p> <p>24 Q Do you think in 1998 you couldn't have read it?</p> <p>25 Is that what you're saying?</p> |
| Page 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Page 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>1 Q Okay. Can you identify that document?</p> <p>2 MR. COOK: Excuse me. Let me see that first.</p> <p>3 MR. ANTHONY: Sure.</p> <p>4 MR. COOK: Let me just add for the record we</p> <p>5 asked for copies of documents relating to Mr.</p> <p>6 Gillespie's and Ms. Blomefield's transactions. We</p> <p>7 were provided with a copy of the front page of that</p> <p>8 document but not with the reverse side.</p> <p>9 MR. ANTHONY: I'm surprised of that. That would</p> <p>10 be an error on our part, if that's what happened.</p> <p>11 Approximately two days after we got the request for</p> <p>12 production, we had prepared the response and filed it</p> <p>13 of record with the verification page; and we do not</p> <p>14 have our documents of this witness. I don't know what</p> <p>15 happened.</p> <p>16 MR. COOK: Well, somebody didn't copy the back,</p> <p>17 obviously.</p> <p>18 MR. ANTHONY: I mean, we don't have any documents</p> <p>19 from this witness in response to our request for</p> <p>20 production.</p> <p>21 MR. COOK: And when was that?</p> <p>22 MR. ANTHONY: I don't know. That's the last</p> <p>23 thing I learned from Ms. Fernandez as I was walking</p> <p>24 out the door.</p> <p>25 A Are you ready for a response?</p> | <p>1 A I'm just saying it's small print, very small</p> <p>2 print.</p> <p>3 Q But you don't recall one way or another whether</p> <p>4 you read that?</p> <p>5 A No.</p> <p>6 Q As best you can recall, does the information</p> <p>7 relating to your address, social security number, et</p> <p>8 cetera, look accurate?</p> <p>9 A The social security number is accurate, yes. The</p> <p>10 address, accurate, yes. Like I previously pointed out, my</p> <p>11 first name is not spelled correctly nor is that my</p> <p>12 handwriting.</p> <p>13 Q Right. Now, there was a period of time -- well,</p> <p>14 let's go back and find out a little bit about your</p> <p>15 history. Where did you graduate from college?</p> <p>16 A I graduated from the University of Pennsylvania</p> <p>17 with an associate's degree and from the Evergreen State</p> <p>18 College with a bachelor's degree.</p> <p>19 Q And what sort of business education did you have</p> <p>20 in college?</p> <p>21 A I studied management and marketing was my areas</p> <p>22 of concentration.</p> <p>23 Q In connection with management and marketing, did</p> <p>24 you review anything about contract documents or a basic</p> <p>25 business law class?</p>                                            |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 A I had business law, yes. I didn't have</p> <p>2 commercial law, no.</p> <p>3 Q Do you have any other legal education as of</p> <p>4 today, formal legal education?</p> <p>5 A I took some paralegal courses at St. Petersburg</p> <p>6 Jr. College. Yes.</p> <p>7 Q Have you ever worked as a paralegal?</p> <p>8 A No.</p> <p>9 Q Now, you've taken some psychology classes?</p> <p>10 A Yes.</p> <p>11 Q Have you ever been occupied in the psychology</p> <p>12 field?</p> <p>13 A No.</p> <p>14 Q Have you ever been treated for depression?</p> <p>15 A Yes.</p> <p>16 Q How recently?</p> <p>17 A I'm under current treatment for depression.</p> <p>18 Q I'm sorry?</p> <p>19 A Currently.</p> <p>20 Q Who is your physician?</p> <p>21 A That would be Dr. Figueroa.</p> <p>22 Q And where is he located?</p> <p>23 A St. Petersburg.</p> <p>24 Q And how long have you been with Dr. Figueroa?</p> <p>25 A The last couple of years.</p>                                                                                                                                                                                                                                                                   | <p>1 tell me the first time that you saw a psychiatric doctor or</p> <p>2 a psychologist or a counselor.</p> <p>3 A That would have been in 1985.</p> <p>4 Q 1985?</p> <p>5 A Yes.</p> <p>6 Q And who is that?</p> <p>7 A That would have been Dr. Wainwright.</p> <p>8 Q Dr. Wainwright?</p> <p>9 A Yes.</p> <p>10 Q How do you spell his name?</p> <p>11 A Actually it's a her. I don't recall exactly how</p> <p>12 it's spelled. I think it's spelled like it sounds,</p> <p>13 W-a-i-n -- Wainwright.</p> <p>14 Q And is that when you were in Philadelphia?</p> <p>15 A Yes, it is.</p> <p>16 Q And where was her office?</p> <p>17 A Her office was on Walnut Street, about the 2300</p> <p>18 block of Walnut Street.</p> <p>19 Q And is that when you were at Temple University?</p> <p>20 A I'm sorry? Temple University?</p> <p>21 Q Did you first see Dr. Wainwright while you were</p> <p>22 at Temple University or --</p> <p>23 A I don't know what you mean by Temple -- when I</p> <p>24 was at Temple University.</p> <p>25 Q Did you ever take any classes at Temple</p>                                                      |
| Page 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Page 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>1 Q For two years?</p> <p>2 A The last couple of years. I would have to review</p> <p>3 my file if you want an exact date.</p> <p>4 Q That would be helpful.</p> <p>5 Prior to your help with Dr. Figueroa, were you</p> <p>6 with some other doctor with respect to any psychological or</p> <p>7 psychiatric problems or issues?</p> <p>8 A I did meet with a psychologist for several</p> <p>9 sessions. Yes.</p> <p>10 Q And what was that person's name?</p> <p>11 A I don't remember exactly, but I think it was</p> <p>12 something like Kessler or Keller. It was a female doctor,</p> <p>13 a psychologist.</p> <p>14 Q And where was she located?</p> <p>15 A In Clearwater.</p> <p>16 Q Do you remember the years that you went to her?</p> <p>17 A That was in '97.</p> <p>18 Q Anybody else in that field? Any other physician</p> <p>19 or counselor?</p> <p>20 A For that period of time are you talking about?</p> <p>21 I'm not sure --</p> <p>22 Q I'm talking about for any period of time, from</p> <p>23 the day you were born until now. Tell me about your</p> <p>24 psychiatric history. I was trying to do it from most</p> <p>25 recent going backwards; but if that's a problem for you,</p> | <p>1 University?</p> <p>2 A I took one non credit class at Temple.</p> <p>3 Q Okay.</p> <p>4 A Is that what you're referring to?</p> <p>5 Q Yeah. Was that when you were at Wharton?</p> <p>6 A Well, it was in 1985.</p> <p>7 Q What were you doing in 1985?</p> <p>8 A I had a company I was running. The reason for my</p> <p>9 visit, I was undergoing quite a bit of craniofacial</p> <p>10 reconstructive surgery, and I consulted Dr. Wainwright in</p> <p>11 conjunction with that.</p> <p>12 Q What is that? What does craniofacial mean?</p> <p>13 A Having to do with the head and face.</p> <p>14 Q You were having surgery on your head and face?</p> <p>15 A Yes.</p> <p>16 Q And what did that result from? What was the need</p> <p>17 for that?</p> <p>18 A That was to correct a birth defect.</p> <p>19 Q And what sort of a birth defect?</p> <p>20 A A cleft lip and palate.</p> <p>21 Q So not as a result of any accident or trauma?</p> <p>22 A No.</p> <p>23 Q So that surgery was causing you emotional</p> <p>24 problems, and that's why you visited her?</p> <p>25 A The procedures, yes. There was a number of</p> |

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1 interrelated procedures.

2 Q What were the procedures that were causing you  
3 difficulty emotionally?

4 A It was undergoing periodontal treatment,  
5 endodontic treatment, the number of surgeries, scheduling  
6 them. It was stressful.

7 Q How many surgeries were there?

8 A Well, there were two while I was in Philadelphia  
9 and one in Miami.

10 Q What were the years of the ones in Philadelphia?

11 A You know, I have a record of my medical history,  
12 and rather than sit here and guess about dates, I'd rather  
13 refer to that.

14 MR. COOK: You need to answer the questions to  
15 the best of your recollection.

16 MR. ANTHONY: You know, there's not -- so long as  
17 you're giving me the best of your recollection, that  
18 will be fine. We're going to check it out later on  
19 anyway.

20 A What was the question again?

21 Q (By Mr. Anthony) When were your initial  
22 surgeries that were craniofacial?

23 A In the '80s.

24 Q The beginning of the '80s before your counseling  
25 sessions with Dr. Wainwright or afterwards?

1 A About a year.

2 Q Your responses to some interrogatories -- and if  
3 you want to take a look at them, I'm going to be referring  
4 to them. There's a stamp from my office that the exhibit  
5 tag is in front of.

6 And at this juncture I won't ask you to refer to  
7 any specific sessions, but I will have your prior written  
8 testimony in the form of these interrogatories with you so  
9 that you can check them if you want to. You seemed to work  
10 in labor pools and temp agencies when you arrived here in  
11 Florida, is that true, during the first couple of years?

12 A Let me turn to that page.

13 Q I'm on page 8.

14 A At the bottom of page 7 you'll see that I was  
15 employed at Wal-Mart in the summer of 1993.

16 Q I got you.

17 A That was when I had initially -- about the time I  
18 initially came here.

19 Q I got you. And what caused you to move to  
20 Florida?

21 A My family was living here.

22 Q What members of your family?

23 A Mother, father and sister.

24 Q You had an auto dealership for several months in  
25 1976 named Gillespie Motors. Is that true?

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Page 16

1 A They were in conjunction with.

2 Q And how long did you see her?

3 A About two years.

4 Q And then you moved to Miami?

5 A No.

6 Q That's just where you went for additional  
7 surgery?

8 A Yes.

9 Q Who was your doctor in Pennsylvania for your  
10 surgery, your lead physician?

11 A I really need to refer to my notes on that.

12 Q Okay. When did you move to Florida?

13 A In 1993.

14 Q And continuously prior to that time, you were in  
15 Pennsylvania?

16 A For the most part, yes.

17 Q What sort of occupation did you have while you  
18 were in Pennsylvania?

19 A From what dates?

20 Q Immediately prior to your leaving.

21 A Leaving in 1992?

22 Q Uh-huh.

23 A Immediately prior to that, I was essentially  
24 unemployed.

25 Q How long was it that you were unemployed?

1 A Yes, it is.

2 Q What were the circumstances of the closing of  
3 that company?

4 A The circumstances? Could you explain what you  
5 mean by that?

6 Q It says the company closed. What happened? Did  
7 it file Chapter 7?

8 A No. The business wasn't making a profit, and I  
9 closed the company.

10 Q Did you borrow money to start that company?

11 A Yes.

12 Q Who did you borrow that money from?

13 A Family members, and I used some savings.

14 Q How much money did you borrow from family  
15 members?

16 A I don't recall.

17 Q Was it more or less than a hundred thousand?

18 A Much less. I think the whole investment in the  
19 company might have been \$10,000.

20 Q So this was a small used car lot or something?

21 A Yes. Uh-huh.

22 Q Did you use forms such as purchase contracts or  
23 lease contracts or financing agreements when you were with  
24 Gillespie Motors?

25 A Well, everything was a cash sale; so whatever

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| Page 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Page 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <p>1 receipts we had were to reflect a cash sale.<br/> 2 Q You had cash sales of used cars?<br/> 3 A Yes.<br/> 4 Q During the time it was open, how many of these<br/> 5 cash sales did you handle personally?<br/> 6 A Maybe ten.<br/> 7 Q Was that all the sales that occurred, or were<br/> 8 there others that your employees handled?<br/> 9 A I believe that was everything.<br/> 10 Q Were the automobiles promptly refinanced with a<br/> 11 financing company even though they were cash to you?<br/> 12 A There was no financing involved.<br/> 13 Q They were all just cash-and-move-on deals?<br/> 14 A Yes.<br/> 15 Q Then you went to Pic-A-Car Auto Sales in<br/> 16 Langhorne?<br/> 17 A Yes.<br/> 18 Q What were the circumstances of your departure<br/> 19 from Pic-A-Car?<br/> 20 A I left for a better job with Longshore Auto<br/> 21 Sales.<br/> 22 Q With Longshore Auto sales?<br/> 23 A Yes.<br/> 24 Q I'm sorry. I don't see Longshore Auto Sales<br/> 25 here -- oh, I'm sorry. Longshore Auto Sales, sales</p> | <p>1 Q Is Kar Kingdom still operating?<br/> 2 A No, it isn't.<br/> 3 Q How did it come to pass that it's no longer<br/> 4 operating?<br/> 5 A I closed the company when I sold the real estate<br/> 6 in 1988.<br/> 7 Q How much did the real estate sell for?<br/> 8 A One million, nine hundred thousand dollars.<br/> 9 Q Okay. And of that, how much of that was<br/> 10 financed?<br/> 11 A The mortgage at that time was approximately one<br/> 12 million, five hundred thousand.<br/> 13 Q Were all payments current --<br/> 14 A Yes.<br/> 15 Q -- when that occurred?<br/> 16 A Yes.<br/> 17 Q Did you make a profit then when the company was<br/> 18 closed?<br/> 19 A Did I make a profit? Is that what you asked?<br/> 20 Q Was there a cachet of money left over when the<br/> 21 business was closed?<br/> 22 A From the real estate transaction, are you<br/> 23 asking?<br/> 24 Q Maybe I phrased it poorly. Did you close the<br/> 25 business at the same time that you sold the real estate?</p>                                                                                                                                                                        |
| Page 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Page 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>1 manager. So you left on good terms with Pic-A-Car?<br/> 2 A Yes.<br/> 3 Q And who was your contact person there?<br/> 4 A At Pic-A-Car?<br/> 5 Q Yeah.<br/> 6 A Leon Picarello.<br/> 7 Q And that was a used car lot?<br/> 8 A Yes.<br/> 9 Q Now, the next used car lot was Longshore Auto<br/> 10 Sales?<br/> 11 A Yes.<br/> 12 Q And what were your reasons for relocating from<br/> 13 there?<br/> 14 A For leaving Longshore Auto Sales?<br/> 15 Q Yes.<br/> 16 A I went to start my own company.<br/> 17 Q Did you leave on good terms with Mr. Sherman?<br/> 18 A I think he was sorry to see me go and have<br/> 19 another competitor, but outside of that --<br/> 20 Q Did you go to another competitor, or did you<br/> 21 start your own company?<br/> 22 A I started my own company. I became a competitor<br/> 23 of his.<br/> 24 Q And that's Kar Kingdom?<br/> 25 A Yes.</p>                                                                                                                                            | <p>1 A Yes.<br/> 2 Q Did the entity that sold the business -- I'm<br/> 3 sorry, that purchased the business also purchase the real<br/> 4 estate?<br/> 5 A The entity purchased the real estate but did not<br/> 6 purchase the business.<br/> 7 Q So the business completely discontinued at that<br/> 8 point? It didn't carry over in some other name?<br/> 9 A No.<br/> 10 Q What is the name of the purchaser?<br/> 11 A The purchaser was Gary Book of McAfferty Ford,<br/> 12 but they bought it under a real estate name that I think<br/> 13 was Red Garage.<br/> 14 Q When the Kar Kingdom was sold, was there a<br/> 15 quantity of savings that you had left over or a profit that<br/> 16 you had, a nest egg, if you will?<br/> 17 A Well, there was capital gains on the real<br/> 18 estate. Is that what you're asking?<br/> 19 Q No. But I appreciate your observation. Were<br/> 20 there net proceeds left over? Did you have a profit from<br/> 21 operating that business when the property was sold and the<br/> 22 business was wound up?<br/> 23 A I don't understand the question.<br/> 24 Q Do you know what a nest egg is?<br/> 25 A Not in legal terms, no.</p> |

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1 Q I'm not asking you a legal term. Do you know  
 2 what a nest egg is? Do you have any idea what --  
 3 A My understanding of a nest egg is something that  
 4 people save for retirement.  
 5 Q Did you have money left over when the property  
 6 was sold? After you paid all the closing costs, after you  
 7 paid your capital gains, did you have money left over to  
 8 either start a new business or to save for a rainy day?  
 9 A Yes.  
 10 Q How much was that?  
 11 A I don't recall.  
 12 Q Was it more or less than a hundred thousand  
 13 dollars?  
 14 A I don't recall. It was probably more.  
 15 Q Were you in business with any other members of  
 16 your family at that time?  
 17 A No, but they did work for me.  
 18 Q Who in your family worked for you?  
 19 A My father and my sister.  
 20 Q Your father and sister worked for you?  
 21 A Yes.  
 22 Q What was your father's position?  
 23 A He was an office manager.  
 24 Q Had he previously been in the automobile  
 25 business?

1 Q Global Business Services?  
 2 A I filed a personal bankruptcy in '92, and I  
 3 believe Global was listed as one of my assets.  
 4 Q So the corporation never sought bankruptcy  
 5 protection, or did it?  
 6 A No, I don't believe so. I think it went just as  
 7 I stated to you.  
 8 Q In your bankruptcy case, was that filed in  
 9 Pennsylvania?  
 10 A Yes.  
 11 Q Did any of your creditors allege that there was  
 12 any fraud in connection with your bankruptcy filing or any  
 13 other claims?  
 14 A There was a claim from Wanamaker Department  
 15 Store. Yes.  
 16 Q And what did they allege?  
 17 A I don't have the specifics here, but I know that  
 18 it was ultimately dismissed.  
 19 Q Did they allege you running up your credit  
 20 without any reasonable expectation that you could repay it?  
 21 A Like I said, I don't have that document in front  
 22 of me. It's been quite a number of years. All I remember  
 23 is that it was dismissed.  
 24 Q Do you know why it was dismissed?  
 25 A It was without merit.

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1 A No.  
 2 Q What did Global Business Services primarily do?  
 3 A It was a consultant and acted to get other  
 4 businesses started.  
 5 Q What sort of consulting work did they do, like  
 6 business consulting?  
 7 A Yes.  
 8 Q And what was the typical sort of customer or  
 9 client that Global had?  
 10 A At that time we had -- I had an interest in  
 11 trying to get other car lots started in Philadelphia and  
 12 the purchase of commercial real estate.  
 13 Q So was your clientele primarily prospective car  
 14 lot purchasers?  
 15 A Yes. You could say that.  
 16 Q And what customers did you have? Can you name  
 17 one or two customers that you had?  
 18 A The corporate name was Automotive Specialists,  
 19 and they did business on -- their first fellow was Joe's  
 20 Auto Sales, and I believe the second fellow was Dorsey's  
 21 Auto Sales.  
 22 Q So those are your clients? You had two?  
 23 A Essentially, yes.  
 24 Q That company filed for bankruptcy corporately?  
 25 A What company?

1 Q That's why it was dismissed?  
 2 A Yes.  
 3 Q So you remember that part?  
 4 Are you currently taking any medication for your  
 5 emotional situation?  
 6 A I am taking medication. Yes.  
 7 Q And what's the medication that you're taking now?  
 8 A I'm taking Effexor and Levoxyl.  
 9 Q Do either of those go by any other name that you  
 10 know of?  
 11 A No.  
 12 Q Who are those prescribed by, Dr. Figueroa?  
 13 A Yes.  
 14 Q Let's go back to Dr. Figueroa. We've talked  
 15 about Dr. Wainwright and Dr. Figueroa. Any other  
 16 counselors, psychologists, psychiatrists that you're seeing  
 17 in between Wainwright and Figueroa?  
 18 A Before I can answer that question, I would have  
 19 to go through my records and sit down and think about the  
 20 past, if you want something accurate.  
 21 Q So basically you can't recall any other helpers  
 22 of that kind that you've consulted other than the first one  
 23 and the current one?  
 24 A Well, I did mention Dr. Kassos, I believe.  
 25 Q No, you didn't. Who is Dr. Kassos?

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1 A No. I think if you look through the records,  
2 you'll --

3 MR. COOK: He testified Dr. Kessler or Keller --

4 MR. ANTHONY: Oh, I heard Kassos just now. Is  
5 that --

6 MR. COOK: The same person?

7 THE DEPONENT: Yes.

8 A This is exactly why I would rather be able to go  
9 through the records so that if I called the doctor Keller  
10 and it's really Kassos, you know, you don't get apoplectic.

11 Q I'm sure I don't seem apoplectic right now.

12 MR. COOK: Neil, just do the best you can.

13 Okay?

14 Q (By Mr. Anthony) What was it that brought you to  
15 Dr. Figueroa?

16 A Well, Dr. Figueroa is my primary care physician.

17 Q Okay. I thought he was a psychiatric or  
18 psychological doctor. Am I wrong on that?

19 A I didn't testify that he was that. He's my  
20 primary care physician.

21 Q So you're not seeing a doctor for psychiatric,  
22 psychological or emotional counseling?

23 A Dr. Figueroa is treating me for depression. Yes.

24 Q Even though he's your primary care -- he's a  
25 general practitioner who is doing that?

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1 A I believe so.

2 Q And he's the gentleman who has prescribed these  
3 medications?

4 A Yes.

5 Q What was it that led you to think you needed  
6 medications of that kind?

7 A That was his determination.

8 Q Are you depressed?

9 A Yes.

10 Q For how long has that been?

11 A I would say since in the mid-'90s.

12 Q When you lost your business?

13 A No. In the mid-'90s, about '95 or '96.

14 Q What happened?

15 A At that point I moved to the west coast and went  
16 to school out there and wasn't able to really establish  
17 myself there and came back to Florida.

18 Q How long were you in St. Petersburg with your  
19 family before you moved out to the west coast?

20 A About a year.

21 Q Where did you move on the west coast?

22 A Eventually I moved to Portland, Oregon.

23 Q Who helped type up that chronology that you're  
24 looking at?

25 A Who helped type it up?

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1 Q Who helped prepare it, not type it up? I'm sorry  
2 about that.

3 A I prepared it myself.

4 Q Your move to Portland, Oregon, why did you go  
5 there?

6 A I went there to undergo medical treatment for  
7 speech.

8 Q As a result of your surgery?

9 A As a result of pharyngeal incompetence.

10 Q What does that mean in the vernacular?

11 A That's a speech disorder.

12 Q So that's independent from your surgery and the  
13 things that required your surgery?

14 A I don't understand what you're asking about  
15 surgery.

16 Q You said you had a cleft lip or palate?

17 A And palate.

18 Q And palate.

19 A It relates to a --

20 Q A cleft palate?

21 A Yes.

22 Q And so you went to school for that?

23 A I went to school? I don't understand.

24 Q Where did you go to get that corrected, to get  
25 your speech disorder corrected?

Page 28

1 A Are we talking about Portland, Oregon?

2 Q I'm asking you where you went. It's my  
3 understanding that you went somewhere to Portland -- in  
4 Portland, Maine or Portland, Oregon?

5 A Portland, Oregon.

6 Q And were you employed there?

7 A No.

8 Q Did your speech situation improve?

9 A I underwent treatment and received a speech  
10 prosthesis.

11 Q And you continue to use that speech prosthesis  
12 effectively through the present date?

13 A Yes.

14 Q Did you stay out there in Portland, Oregon? At  
15 some point you moved. Right?

16 A Yes. I moved to Olympia, Washington.

17 Q And what did you do out there?

18 A I completed a bachelor's degree at the Evergreen  
19 State College.

20 Q And were you employed while you were going to  
21 school?

22 A Essentially, no. I did from time to time teach  
23 English as a second language to a fellow I met in Portland,  
24 and I may have done some odd painting jobs here and there;  
25 but essentially I was not employed.



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1 Q What did you do to support yourself -- or how did  
2 you support yourself, rather?  
3 A In 1993, I believe, the Social Security Bureau  
4 determined I was disabled, and I've been receiving  
5 disability benefits since that time.  
6 Q How much are your benefits?  
7 A They're currently \$1,394 a month.  
8 Q What sort of disability were you found to have in  
9 order to trigger these benefits? Was it depression, or did  
10 it relate to your cleft lip and palate or what?  
11 A As I recall, in '93, the initial application was  
12 relative to speech -- a speech disability.  
13 Q And have you continued to have that speech  
14 disability?  
15 A It's -- yes, although it is mitigated with a  
16 speech prosthesis.  
17 Q When was the last time you were checked to  
18 determine whether or not you had a speech disability?  
19 A That would have been at the last determination,  
20 and that was in '95, '96.  
21 Q Here, five years later, what is it about your  
22 speech that you find to be disabling? I mean, I understand  
23 every word you're saying. What is the problem?  
24 A If you're understanding me, I guess there's no  
25 problem from that standpoint.

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1 Q Is there some other reason why you're disabled  
2 and on disability?  
3 A Yes.  
4 Q What?  
5 A That I really don't know how to answer because  
6 they don't release that information, or I haven't been told  
7 of what it is.  
8 Q Who is the "they" who doesn't release information  
9 as to why you're drawing a social security check now?  
10 A Social Security.  
11 Q How old are you?  
12 A 45.  
13 Q Other than your depression and the things that  
14 we've talked about, your oral/facial or cranial surgery, is  
15 there anything else that's an impediment to your working?  
16 A I've been diagnosed with posttraumatic stress  
17 disorder.  
18 Q What does posttraumatic stress disorder mean?  
19 THE DEPONENT: Is that calling for a medical --  
20 MR. COOK: Just answer to the best of your --  
21 Q (By Mr. Anthony) I know you're not a doctor, and  
22 I know you're not a lawyer. I'm just asking you to tell me  
23 what you think it means.  
24 A Yes. It's a stress-related illness.  
25 Q What do you think caused it?

Page 31

1 A Exposed to repeated stresses.  
2 Q What stresses? Like bankruptcy?  
3 A No. No.  
4 Q Employment?  
5 A No. I would say they would have to do with the  
6 birth defect. Yes.  
7 Q What birth defect, the one that's already fixed?  
8 A The cleft lip and palate. Yes.  
9 Q That's causing you stress now?  
10 A No. It caused me stress growing up. I was  
11 physically attacked by students in school from a young age,  
12 and that sort of thing.  
13 Q Did that make you upset?  
14 A Yes.  
15 Q And that's continued right up until the present  
16 day?  
17 A Yes.  
18 Q And that's one of the reasons that you're  
19 depressed?  
20 A I think the depression is -- has many different  
21 or several different origins.  
22 Q Have you ever tried to take your own life?  
23 A No.  
24 Q Do you recall ever saying that you would consider  
25 that under oath?

Page 32

1 A I've considered it. Yes.  
2 Q When is the most recent time you've made that  
3 consideration?  
4 A I think about it from time to time.  
5 Q Even now with your medication?  
6 A Pardon?  
7 Q Even now with your medication?  
8 A Yes.  
9 Q And you're not seeing anyone other than  
10 Dr. Figueroa over that?  
11 A That's correct.  
12 Q Tell me what went wrong when you were in  
13 California in the mid-'90s that made -- I don't want to  
14 paraphrase your prior words but --  
15 A I wasn't in California in the mid-'90s.  
16 Q I'm sorry. Good point. In Washington. The west  
17 coast. Washington and Oregon?  
18 A In Washington in the mid-'90s, '95, '96,  
19 insufficient resources, financial, insufficient family  
20 support for my endeavors.  
21 Q What did your parents or family do that wasn't --  
22 to not support you?  
23 A They weren't interested in the idea of continuing  
24 education.  
25 Q They weren't?

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| Page 33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Page 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 A No.</p> <p>2 Q What was the reason that they -- by the way, was</p> <p>3 this your mom or your dad or both of them?</p> <p>4 A I would say both.</p> <p>5 Q What's your dad's name?</p> <p>6 A Cornelius.</p> <p>7 Q Cornelius Gillespie?</p> <p>8 A Yes.</p> <p>9 Q Is he still alive?</p> <p>10 A I believe so.</p> <p>11 Q In Pennsylvania? Levittown? Where does he live?</p> <p>12 A Orlando.</p> <p>13 Q Oh, he's in Orlando? And your mom is still</p> <p>14 alive?</p> <p>15 A I believe so.</p> <p>16 Q And where does she live?</p> <p>17 A Orlando.</p> <p>18 Q What's her name?</p> <p>19 A Penelope.</p> <p>20 Q How about your sister? Was she supportive?</p> <p>21 A No.</p> <p>22 Q Where does she live now?</p> <p>23 A I don't know.</p> <p>24 Q What's her name?</p> <p>25 A Elizabeth.</p>                                                                                                                                                                                                                                                                                                                            | <p>1 determine whether or not you could get their money?</p> <p>2 A Again, I would really want to refer to my notes</p> <p>3 about that, but it's my recollection that it was the</p> <p>4 craniofacial disorder and related psychosocial issues.</p> <p>5 Q You have a tremendous vocabulary and</p> <p>6 psychosocial -- is that from your psychology courses or</p> <p>7 something? What does that mean?</p> <p>8 A What does psychosocial mean?</p> <p>9 Q Yeah.</p> <p>10 A My understanding is that it's psychology as it</p> <p>11 relates to social settings.</p> <p>12 Q What are your problems in social settings,</p> <p>13 problems with other people?</p> <p>14 A Well, I get along good with other people.</p> <p>15 Q Then what are your problems?</p> <p>16 A Stress.</p> <p>17 Q Well, does being with people in social settings</p> <p>18 cause you stress?</p> <p>19 A Some people.</p> <p>20 Q How about in professional settings?</p> <p>21 A Yes, it can.</p> <p>22 Q Has that impaired your ability to get or retain</p> <p>23 jobs?</p> <p>24 A Yes.</p> <p>25 Q Would you say that's more the cause of your lack</p> |
| Page 34                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Page 36                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>1 Q Do you know the state that she lives in?</p> <p>2 A The last I heard she was living with my parents.</p> <p>3 Q Is she married? Does she go by another name?</p> <p>4 A She was married, and I believe she's divorced.</p> <p>5 Q Does she still have the same name, Gillespie,</p> <p>6 now?</p> <p>7 A I don't know what name she's using.</p> <p>8 Q What name did she have when she was married?</p> <p>9 A Bowerly (phonetic).</p> <p>10 Q How do you spell that?</p> <p>11 A I'm not sure.</p> <p>12 Q Bowerly?</p> <p>13 A Yes.</p> <p>14 Q So at that point your family stopped paying for</p> <p>15 your education?</p> <p>16 A My family wasn't paying for my education.</p> <p>17 Q They weren't being emotionally supportive?</p> <p>18 A No.</p> <p>19 Q They weren't being financially supportive?</p> <p>20 A They weren't paying for my education. That was</p> <p>21 being paid through a vocational rehabilitation program.</p> <p>22 Q What was the vocational rehabilitation program</p> <p>23 the result of? Did you apply for it?</p> <p>24 A Yes.</p> <p>25 Q And what were the criteria that they looked at to</p> | <p>1 of employment or your inability to communicate</p> <p>2 physiologically?</p> <p>3 A I'm not sure I understand that question.</p> <p>4 Q Are you employed now?</p> <p>5 A Yes. I do part-time work.</p> <p>6 Q How many hours a week?</p> <p>7 A Between eight and fifteen.</p> <p>8 Q What are you doing?</p> <p>9 A I'm working as a -- for a banquet company, yes,</p> <p>10 catering company.</p> <p>11 Q Doing what?</p> <p>12 A Serving food to people at catered events.</p> <p>13 Q And why are you not -- is that something you can</p> <p>14 do without jeopardizing your governmental benefits?</p> <p>15 A Yes, it is.</p> <p>16 Q And is there some reason why you can't do that 40</p> <p>17 hours a week? What do you think the main reason is? I'm</p> <p>18 sorry. Let's strike that compound question.</p> <p>19 Is there any reason that you could not do that</p> <p>20 full time?</p> <p>21 A I really have no interest in it. Also the stress</p> <p>22 involved would be too much.</p> <p>23 Q The stress involved in serving food?</p> <p>24 A Yes.</p> <p>25 Q Forty hours a week?</p>                           |

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 A Yes.</p> <p>2 Q Do you have management responsibilities, or are</p> <p>3 you just serving the food?</p> <p>4 A I have no management responsibilities.</p> <p>5 Q What does your job physically consist of?</p> <p>6 A Preparing and setting tables for catered events.</p> <p>7 Q That's pretty much all you do?</p> <p>8 A Yes.</p> <p>9 Q Have you ever given your deposition before? Do</p> <p>10 you remember that?</p> <p>11 A Yes, I have.</p> <p>12 Q How many times have you given your deposition</p> <p>13 before?</p> <p>14 A I don't know.</p> <p>15 Q More than five?</p> <p>16 A Yes.</p> <p>17 Q What's the first time that you gave your</p> <p>18 deposition?</p> <p>19 A I don't recall.</p> <p>20 Q Have you been involved in a lot of litigation?</p> <p>21 A I don't know what you mean by "a lot."</p> <p>22 Q Do you remember being involved in any litigation</p> <p>23 when you were in Pennsylvania?</p> <p>24 A Yes.</p> <p>25 Q What case or cases?</p>                                                                                                                                                                                                                                                                                                                                                                        | <p>1 editor of yours. Is that a fair summation?</p> <p>2 A I'm sorry. Could you repeat that?</p> <p>3 Q Is it a fair summation that the academic dean for</p> <p>4 your school declined to publish a letter to the editor that</p> <p>5 you had written?</p> <p>6 A No.</p> <p>7 Q Tell me again --</p> <p>8 A The academic dean was not in charge of publishing</p> <p>9 letters in the school newspaper. That was not his duties.</p> <p>10 Q Mr. Cushing was the academic dean?</p> <p>11 A He was an academic dean, one of several. Yes.</p> <p>12 Q Why did you sue him?</p> <p>13 A Because he was the one that essentially called me</p> <p>14 a liar to the editor of the paper.</p> <p>15 Q Who was the editor of the paper?</p> <p>16 A I'd have to go back through my notes to get all</p> <p>17 that information.</p> <p>18 Q What was the letter about?</p> <p>19 A It was about the summer school, the way summer</p> <p>20 school was run.</p> <p>21 Q What was the alleged falsehood?</p> <p>22 A He wouldn't say what the falsehood was.</p> <p>23 Q And so the basis of your complaint was that he</p> <p>24 said that the letter was false, so you sued him -- or the</p> <p>25 letter had false allegations in it, so you sued him?</p> |
| Page 38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Page 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>1 A Well, there was a bankruptcy proceeding that you</p> <p>2 know about.</p> <p>3 Q You're reading on page ten. Right?</p> <p>4 A Yes. Also when I was in business from time to</p> <p>5 time there were different lawsuits, mostly as far as I</p> <p>6 remember, all of them small claims actions.</p> <p>7 Q Did you bring that case against Mr. Cushing</p> <p>8 that's referenced on your interrogatory?</p> <p>9 A Yes.</p> <p>10 Q Why did you do that?</p> <p>11 A I had written a letter to the editor of the</p> <p>12 school newspaper which was critical of Mr. Cushing and some</p> <p>13 of the school's policies. And he had told me -- the editor</p> <p>14 of the paper or the editor's representative -- that my</p> <p>15 letter was false, but he declined to say what was false</p> <p>16 about it and prohibited the publication thereof.</p> <p>17 Q What was the school newspaper -- for what school?</p> <p>18 A The Evergreen State College.</p> <p>19 Q So what was Mr. Cushing's position?</p> <p>20 A His position was that he thought the letter was</p> <p>21 inaccurate but that he wouldn't give any responses.</p> <p>22 Q What was his job title?</p> <p>23 A He was an academic dean.</p> <p>24 Q So the academic dean for the school paper for the</p> <p>25 school you attended declined to publish a letter to the</p> | <p>1 A And that caused the editor of the paper not to</p> <p>2 publish it. He was given ample time to explain himself,</p> <p>3 and he declined to do that.</p> <p>4 Q What sort of damages were you looking for? You</p> <p>5 prepared the complaint, right, yourself?</p> <p>6 A Yes.</p> <p>7 Q And you handled the case yourself?</p> <p>8 A Yes.</p> <p>9 Q What were you looking for financially? When we</p> <p>10 look at the complaint, what does it say at the end of it?</p> <p>11 A The complaint was asking for \$100,000.</p> <p>12 Q Plus punitive damages?</p> <p>13 A I don't recall.</p> <p>14 Q Now, how did the case resolve itself? How did it</p> <p>15 conclude?</p> <p>16 A Each side filed for a summary judgment; and my</p> <p>17 summary judgment was declined, and the summary judgment for</p> <p>18 the other side was granted.</p> <p>19 Q Were attorney's fees assessed against the losing</p> <p>20 party?</p> <p>21 A No.</p> <p>22 Q Now, there was a lawsuit the next year in</p> <p>23 Pinellas County?</p> <p>24 A Yes.</p> <p>25 Q Gillespie versus Yellow Cab. What was that all</p>                                                                                                                               |

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| Page 41                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Page 43                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 about?</p> <p>2 A That was where the cab company had breached its</p> <p>3 contract with me over a smoking issue. I had prohibited</p> <p>4 cigarette smoking in the cab, and the company at that point</p> <p>5 took the car; and it was in violation of the contract.</p> <p>6 Q Were you a cab driver at the time?</p> <p>7 A Yes.</p> <p>8 Q And so you wanted a no-smoking cab, and they said</p> <p>9 that people could smoke in it?</p> <p>10 A Essentially, yes.</p> <p>11 Q So you sued them?</p> <p>12 A Yes.</p> <p>13 Q And what were you asking for financially or</p> <p>14 otherwise?</p> <p>15 A I think \$600.</p> <p>16 Q What was the resolution of that case?</p> <p>17 A I received \$370, I believe. Again, I would have</p> <p>18 to refer to my notes to get the exact amount, but the judge</p> <p>19 ruled that the company had breached its contract. The</p> <p>20 judgment was awarded to me.</p> <p>21 Q Now, your employment with the U.S. Department of</p> <p>22 Commerce was for the census?</p> <p>23 A Yes.</p> <p>24 Q Did you walk house to house doing the census or</p> <p>25 did you look at data or what? What were your job</p> | <p>1 A I haven't had any contact with them for a number</p> <p>2 of years.</p> <p>3 Q Even your parents, your mom and dad?</p> <p>4 A That's correct.</p> <p>5 Q When is the last time you talked to your mom?</p> <p>6 A Maybe '97.</p> <p>7 Q Do you realize it's the day after Mother's Day?</p> <p>8 A Yes.</p> <p>9 MR. ANTHONY: Can I take a break?</p> <p>10 MR. COOK: Sure.</p> <p>11 (There was a break in the proceedings.)</p> <p>12 Q (By Mr. Anthony) Do you have any other sources</p> <p>13 of actual potential income besides your social security</p> <p>14 checks and your payments for the catering business?</p> <p>15 A No.</p> <p>16 Q How much do you make in your catering business?</p> <p>17 A Last year my income was \$5,000 for all the</p> <p>18 different places I worked for.</p> <p>19 Q How many hours would you say you worked all last</p> <p>20 year?</p> <p>21 A I don't know.</p> <p>22 Q Thus far in this year have you worked about as</p> <p>23 much as you did last year?</p> <p>24 A I would have to go over the figures, but it's</p> <p>25 about the same.</p> |
| Page 42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Page 44                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>1 descriptions?</p> <p>2 A I was walking house to house.</p> <p>3 Q And what did you do when you got to each house?</p> <p>4 A I knocked on the door and attempted to get people</p> <p>5 to complete the census form that they had failed to send</p> <p>6 into the government.</p> <p>7 Q How many people did you talk to total?</p> <p>8 A None.</p> <p>9 Q You never talked to anybody?</p> <p>10 A No.</p> <p>11 Q You walked from house to house, but you never</p> <p>12 talked to anybody?</p> <p>13 A There was no one home.</p> <p>14 Q At every house you went to?</p> <p>15 A I think I worked a half a day at that job. When</p> <p>16 it became apparent that no one was home at these jobs I --</p> <p>17 and for other reasons, I stopped doing it.</p> <p>18 Q What were the other reasons? Did you find it</p> <p>19 stressful?</p> <p>20 A It was stressful. Yes.</p> <p>21 Q Okay. How much income do you receive from your</p> <p>22 family by way of support now?</p> <p>23 A Nothing.</p> <p>24 Q How long has it been since you received anything</p> <p>25 from them?</p>                                                                           | <p>1 Q Now, tell me about your expenses. Are you making</p> <p>2 ends meet?</p> <p>3 A Yes.</p> <p>4 Q Do you have a lot left over at the end of the</p> <p>5 month?</p> <p>6 A No.</p> <p>7 Q How much would you say you have left over?</p> <p>8 A I don't seem to have anything left over.</p> <p>9 Q Are you on the edge of bankruptcy, or are you</p> <p>10 able to carry on the --</p> <p>11 A I've thought about bankruptcy, but I'm doing the</p> <p>12 best I can to avoid that.</p> <p>13 Q What are your total outstanding obligations on a</p> <p>14 monthly basis? Let's start with rent.</p> <p>15 A Rent is \$400.</p> <p>16 Q How about food?</p> <p>17 A I don't know what that is offhand.</p> <p>18 Q Have you ever tried to figure out a budget in</p> <p>19 this manner?</p> <p>20 A Yes, but I haven't allotted for food. No.</p> <p>21 Q How about for automobile related expenses?</p> <p>22 A My car payment is \$128.</p> <p>23 Q When is that due to expire? When will you have</p> <p>24 the car paid off?</p> <p>25 A The balance on the car is \$3,500.</p>                    |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Q Other expenses?</p> <p>2 A Telephone.</p> <p>3 Q How much?</p> <p>4 A \$75 or \$80.</p> <p>5 Q Long distance calls on that?</p> <p>6 A Not too many.</p> <p>7 Q Is that a mobile phone?</p> <p>8 A No.</p> <p>9 Q What other expenses out there?</p> <p>10 A Electric.</p> <p>11 Q How much?</p> <p>12 A I think my last electric bill was about \$90.</p> <p>13 Q Ninety?</p> <p>14 A Yes.</p> <p>15 Q What else?</p> <p>16 A I have a number of credit card payments.</p> <p>17 Q Tell me about all your credit card debt</p> <p>18 outstanding.</p> <p>19 A I don't think I can remember it all.</p> <p>20 Q Is it more or less than \$5,000 at this time?</p> <p>21 A More.</p> <p>22 Q Is it more or less than \$10,000 at this time?</p> <p>23 A More.</p> <p>24 Q Do you know if it's more than \$15,000?</p> <p>25 A If you go to page 16 of the answers --</p>                                                                                                                                                                                                  | <p>1 increase or not?</p> <p>2 A My current Target balance is about \$550, and the</p> <p>3 limit is \$600.</p> <p>4 Q How about Amoco? Any change there?</p> <p>5 A Yes. That balance is close to \$1,300. Also they</p> <p>6 have increased that amount of credit.</p> <p>7 Q To what?</p> <p>8 A About \$1,400.</p> <p>9 Q Capital One VISA. Is that pretty much the same?</p> <p>10 A Yeah. Actually, it's less than that. I've</p> <p>11 closed that account.</p> <p>12 Q So you've paid off the 495?</p> <p>13 A Yes. No. I haven't paid it off. It's somewhat</p> <p>14 less than that.</p> <p>15 Q How would you close the account? What do you</p> <p>16 mean? You just told them that --</p> <p>17 A You call up the credit card company and you say</p> <p>18 I'd like to close my account, and they close the account.</p> <p>19 Q And then you just pay them the balance later on?</p> <p>20 A Yes.</p> <p>21 Q J.C. Penney. Any difference with that account?</p> <p>22 A Could I interrupt you one minute?</p> <p>23 Q Sure.</p> <p>24 A Because you said something about adding these</p> <p>25 up. The question that you asked is list all debts that</p>                                                                                                                                                                                                                                                                                                              |
| Page 46                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Page 48                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>1 Q Yep.</p> <p>2 A -- you'll see a listing of my debts.</p> <p>3 Q Have you added them all up at this time? And I</p> <p>4 know that some of them have firm numbers there but, for</p> <p>5 example, MacDill Federal Credit Union, what's your balance</p> <p>6 there now?</p> <p>7 A MacDill Federal Credit Union for the car loan is,</p> <p>8 like I just said, \$3,500.</p> <p>9 Q Oh, I see. Okay. Maybe we can add these up.</p> <p>10 And Sears, your balance is --</p> <p>11 A It's a little bit less than that. Some of</p> <p>12 these --</p> <p>13 Q Staples is all maxed out?</p> <p>14 A Pardon?</p> <p>15 Q Staples, you're maxed out?</p> <p>16 A Staples, it's about \$910.</p> <p>17 Q Okay. Target? Maxed out?</p> <p>18 A I owe them about \$550.</p> <p>19 Q So you're over your limit?</p> <p>20 A No. My limit increases -- this document was</p> <p>21 prepared --</p> <p>22 Q When did it increase?</p> <p>23 A It increased subsequent to the preparation of</p> <p>24 this document.</p> <p>25 Q So you've used that? Have you used the whole</p> | <p>1 Gillespie has incurred in the past three years in excess of</p> <p>2 \$300. So there's some debts that were incurred prior to</p> <p>3 three years ago. Those aren't listed here.</p> <p>4 Q Right. I asked you for some question -- I asked</p> <p>5 you some questions in written form in those</p> <p>6 interrogatories. Obviously, we're not here to read</p> <p>7 questions and answers. I know that you have been reading</p> <p>8 heavily on your interrogatories, but I'm just saying if you</p> <p>9 want to refer to that; and if we can find quick ways to</p> <p>10 answer my questions today by having you look at them, then</p> <p>11 we can move along.</p> <p>12 But what the question I'm asking you is, and I</p> <p>13 wanted to know: What are your outstanding debts at this</p> <p>14 time? You took it upon yourself to say, if you want to</p> <p>15 turn to page 16 it starts with a list of my debts, and now</p> <p>16 we're just trying to go through and efficiently add up all</p> <p>17 your debts. Do you see what I mean?</p> <p>18 A What I'm saying is that by doing that you're not</p> <p>19 going to maybe get the accurate answer because I believe</p> <p>20 I'm saying I have to refer to my notes if you want an</p> <p>21 accurate answer.</p> <p>22 Q Is what you've told me so far inaccurate as of</p> <p>23 today's date?</p> <p>24 A Everything I told you has been accurate.</p> <p>25 Q Okay. Well, then, let's keep going.</p> |

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| Page 49                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Page 51                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 J.C. Penney. Do you still owe J.C. Penney money?</p> <p>2 A Yes.</p> <p>3 Q And how much?</p> <p>4 A That amount, the limit, \$2,000.</p> <p>5 Q Have you been cut off by J.C. Penney?</p> <p>6 A No. Well, let me ask you, what do you mean by</p> <p>7 "cut off"?</p> <p>8 Q Do you get past due notices?</p> <p>9 A No. The account is current.</p> <p>10 Q Aspire VISA. Have your balances changed as of</p> <p>11 today or your authorized amount?</p> <p>12 A Yes. I've closed that account.</p> <p>13 Q Does that mean you paid it off?</p> <p>14 A No. I'm paying it off. The balance is about</p> <p>15 \$1,850 at this point -- \$1,850.</p> <p>16 Q Did you close that, or did they terminate it?</p> <p>17 A I closed it.</p> <p>18 Q What made you close it?</p> <p>19 A I'm in the process of consolidating some of the</p> <p>20 higher interest credit cards.</p> <p>21 Q How are you consolidating it, with another card?</p> <p>22 A With a lower interest rate credit card.</p> <p>23 Q What's the credit card you're using now to</p> <p>24 consolidate these?</p> <p>25 A A MacDill Gold VISA.</p>                        | <p>1 account?</p> <p>2 A Yes.</p> <p>3 Q And what was the balance on that?</p> <p>4 A About \$950. This Direct Merchants Bank Titanium</p> <p>5 MasterCard, has been closed and paid off.</p> <p>6 Q How about the Direct Merchants Bank Gold</p> <p>7 MasterCard?</p> <p>8 A That's not been paid off.</p> <p>9 Q What's the balance there?</p> <p>10 A That balance is about \$2,850.</p> <p>11 Q What about Providian VISA? What's the status of</p> <p>12 that account now?</p> <p>13 A Providian VISA has increased my credit line to</p> <p>14 \$1,650.</p> <p>15 Q And what's the amount outstanding right now?</p> <p>16 A The amount on that is about \$1,500.</p> <p>17 Q How about Dillard's? What's the maximum allowed</p> <p>18 balance on that?</p> <p>19 A Dillard's has increased my credit limit to \$700.</p> <p>20 I believe I owe them \$650.</p> <p>21 Q And Aspire, did we already do that one?</p> <p>22 A Yes.</p> <p>23 Q Sallie Mae, your student loans weren't</p> <p>24 dischargeable, were they?</p> <p>25 A I'm sorry. I don't understand.</p> |
| Page 50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Page 52                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>1 Q And is that on this list or --</p> <p>2 A No, it isn't.</p> <p>3 Q Tell me what your balance is on the MacDill Gold</p> <p>4 VISA.</p> <p>5 A I think it's around \$2,900 at this time.</p> <p>6 Q What's your maximum authorized indebtedness?</p> <p>7 A I think it's \$3,700.</p> <p>8 Q And how long has that been out there?</p> <p>9 A That was opened a week or two ago.</p> <p>10 Q And what have you done with the proceeds that you</p> <p>11 borrowed on that account?</p> <p>12 A I've paid off outstanding debt.</p> <p>13 Q Have you paid it off or just made interest</p> <p>14 payments on existing debt?</p> <p>15 A I've paid it off.</p> <p>16 Q What debt have you paid off?</p> <p>17 A If you move down to where it says Next Card VISA,</p> <p>18 that account is closed and paid off in full.</p> <p>19 Q Okay. So that's \$680 less?</p> <p>20 A Yes.</p> <p>21 Q What about the other \$2,000?</p> <p>22 A There is a Capital One account that's not on this</p> <p>23 list because it was incurred prior to three years. That's</p> <p>24 been retired.</p> <p>25 Q And so you paid that with the credit card</p> | <p>1 Q At the bottom of page 17.</p> <p>2 A Yes.</p> <p>3 Q Those have been around since the bankruptcy case?</p> <p>4 A No.</p> <p>5 Q They arose after the bankruptcy case?</p> <p>6 A That was incurred in 1998.</p> <p>7 Q And what school were you attending at the time?</p> <p>8 A The St. Petersburg Jr. College.</p> <p>9 Q And was that your law classes?</p> <p>10 A Paralegal studies. Yes.</p> <p>11 Q Tell me what your curriculum was there. What</p> <p>12 classes did you take?</p> <p>13 A I took an introduction to law for paralegals. I</p> <p>14 took a civil litigation class.</p> <p>15 Q Did you ever hear about class action litigation</p> <p>16 in that class?</p> <p>17 A Yes.</p> <p>18 Q What did you hear about it?</p> <p>19 A I don't know if I can recall everything I've</p> <p>20 heard about it.</p> <p>21 Q Who was your teacher?</p> <p>22 A From which class?</p> <p>23 Q The class where you heard about class action</p> <p>24 litigation.</p> <p>25 A That would have been Susan Demers.</p>                                      |

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1 Q Is she still a professor there, or do you know?  
 2 A I believe she is. Yes.  
 3 Q Have you talked to her about this case?  
 4 A No.  
 5 Q When was the last time you talked to her?  
 6 A The last day of class.  
 7 Q When was that?  
 8 A Actually, it may have been after that because I  
 9 got a letter of recommendation from her, but it was in  
 10 1998.  
 11 Q What was the letter of recommendation for?  
 12 A I was applying for a paralegal scholarship.  
 13 Q From what source?  
 14 A One of the paralegal associations, local  
 15 paralegal associations.  
 16 Q Did you get it?  
 17 A No.  
 18 Q How much is your student loan with Sallie Mae?  
 19 A It's about \$9,800, \$9,900.  
 20 Q What's your monthly payment for that?  
 21 A The loan is currently in forbearance.  
 22 Q What does that mean to you?  
 23 A It means it's in forbearance until -- for one  
 24 year, and then I'll resume making payments on it.  
 25 Q Is that pretty much when you call and tell them

1 of school on this?  
 2 A I've made a number of payments.  
 3 Q More or less than a year's worth of payments?  
 4 A Again, I'd have to consult the record to find out  
 5 how many payments I've made.  
 6 Q Have you gotten any bills for costs from this law  
 7 firm?  
 8 A Have I gotten any bills for costs from what law  
 9 firm?  
 10 Q I'm sorry. From your law firm in this case,  
 11 Mr. Cook's law firm?  
 12 A Bills? Not that I'm aware of. No.  
 13 Q Like invoices for copying costs --  
 14 A No.  
 15 Q -- transcripts? No? Do you have a means of  
 16 paying anything like that if you're asked?  
 17 A I would have to talk that over with my counsel.  
 18 Q Does your counsel know what your finances are  
 19 better than you do? Have they helped you in financial  
 20 analysis?  
 21 A No.  
 22 Q What other obligations do you have out there  
 23 besides the ones we've already talked about, monthly  
 24 recurring credit type obligations?  
 25 A Well, as I indicated, I would have to check my

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1 that you're broke, and so they give you a year to get it  
 2 together?  
 3 A If you're having financial difficulties, that  
 4 could be one reason. Yes.  
 5 Q Do you write them some sort of a letter  
 6 explaining to them your situation in order to get that  
 7 forbearance?  
 8 A No. My understanding, it's granted rather easily  
 9 if you just request it.  
 10 Q All you have to do is ask for it, and then they  
 11 give it to you?  
 12 A I believe that they provide you with a form, and  
 13 you check off that you want a forbearance. Yes.  
 14 Q Do you have those documents?  
 15 A Do I have the documents?  
 16 Q Yeah. Like a copy of your forbearance  
 17 application or whatever it is?  
 18 A It may be in my file. Yes.  
 19 Q About when did you ask for that forbearance?  
 20 A I would have to consult with the document to give  
 21 an accurate date.  
 22 Q Was it this year or last year?  
 23 A Again, to give an accurate date, I would have to  
 24 consult with the document.  
 25 Q How many payments have you made since you got out

1 file if you want a complete list.  
 2 Q Are there other substantial obligations out  
 3 there? How about furniture rental? Do you have furniture  
 4 rental?  
 5 A I don't have any rented furniture. No.  
 6 Q Cable TV?  
 7 A I don't pay for any cable TV.  
 8 Q You don't pay for cable TV?  
 9 A No.  
 10 Q Do you have cable TV?  
 11 A It's provided by the landlord. It's part of the  
 12 rent.  
 13 Q Do you have insurance, like life insurance or  
 14 anything?  
 15 A I have car insurance, and I have renter's  
 16 insurance.  
 17 Q How much does that run you respectively?  
 18 A I believe the car insurance is about \$700 a year,  
 19 and the renter's insurance is about \$150 a year.  
 20 Q Do you have any assets in your house that are  
 21 worth more than \$250?  
 22 A More than \$250? Not that I can think of.  
 23 Q Mr. Gillespie, you sued the Florida Department of  
 24 Labor and Employment Security. What was that all about?  
 25 A I didn't sue the Department of Labor Industry.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Q On page ten of your interrogatory responses it</p> <p>2 says Neil J. Gillespie versus Florida Department of Labor</p> <p>3 and Employment Security. Gillespie appears pro se.</p> <p>4 A Yes. That's not a lawsuit. That's an</p> <p>5 administrative hearing.</p> <p>6 Q Oh, I'm sorry. What was that for?</p> <p>7 A That was relative to a vocational rehabilitation</p> <p>8 plan.</p> <p>9 Q What was your perceived problem that led to your</p> <p>10 initiating that?</p> <p>11 A Well, the State of Florida had prepared a</p> <p>12 vocational rehabilitation plan for me and then refused to</p> <p>13 implement it. Essentially that was it.</p> <p>14 Q And what did that rehabilitation plan involve?</p> <p>15 A What did it involve?</p> <p>16 Q Yeah. What did it require?</p> <p>17 A The State had done an evaluation of me and</p> <p>18 determined that I was suited to be a -- go to medical</p> <p>19 school and become a doctor.</p> <p>20 Q And do you have a copy of that report around?</p> <p>21 A I have it in my file. Yes.</p> <p>22 Q And who did that evaluation on you? Was there</p> <p>23 somebody in charge of the evaluation?</p> <p>24 A Yes.</p> <p>25 Q What was that person's name? Do you remember?</p> | <p>1 Q And what specifically did the plan provide then?</p> <p>2 A As I just told you, it provides for training as a</p> <p>3 medical doctor or -- and it gave some alternatives also.</p> <p>4 Q Who is going to pay for your medical training?</p> <p>5 A I believe this is a federally funded program.</p> <p>6 Q So the federal government was going to pay for</p> <p>7 your medical school?</p> <p>8 A It would be the Division of Vocational</p> <p>9 Rehabilitation.</p> <p>10 Q I got you.</p> <p>11 Now, Florida Elections Commission vs. Thompson.</p> <p>12 What involvement did you have in that case?</p> <p>13 A I filed a sworn complaint alleging a violation of</p> <p>14 the election law.</p> <p>15 Q Now, you're not listed on the style of that</p> <p>16 complaint?</p> <p>17 A That's correct.</p> <p>18 Q How was it that you filed a complaint? Were you</p> <p>19 one of the complainants? Were you one of the plaintiffs?</p> <p>20 A I believe a citizen has a right to file a sworn</p> <p>21 complaint with the Elections Commission.</p> <p>22 Q And you did that to correct what wrong?</p> <p>23 A He had paid a contribution in violation.</p> <p>24 Q And what was the violation that you perceived?</p> <p>25 A Initially it was too much money contributed by</p> |
| Page 58                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Page 60                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>1 A I'm trying to remember. Yes. It was my</p> <p>2 counselor from 1994.</p> <p>3 Q Wainwright?</p> <p>4 A No. My vocational rehabilitation counselor, an</p> <p>5 employee of the State. I can't recall his name right now.</p> <p>6 Q And was that person a doctor?</p> <p>7 A I don't know what their qualifications were.</p> <p>8 Q Now, this was brought in 1998. Correct?</p> <p>9 A Yes.</p> <p>10 Q And that was at a time, was it not, when you had</p> <p>11 already been depressed for a couple of years. Correct?</p> <p>12 A Yes.</p> <p>13 Q And you wanted to have the State of Florida</p> <p>14 somehow proceed to teach you to become a doctor. Is that</p> <p>15 pretty much what you wanted?</p> <p>16 A I wanted them to fulfill their obligation that</p> <p>17 they had made for themselves.</p> <p>18 Q And that was what?</p> <p>19 A Well, it's contained in the vocational</p> <p>20 rehabilitation plan. I would note that the plan also gives</p> <p>21 alternatives and that those weren't implemented either.</p> <p>22 Q What did you want them to do? When we pull Case</p> <p>23 No. 98-3444, what are we going to find that you wanted them</p> <p>24 to do?</p> <p>25 A To implement the plan.</p>                | <p>1 the lawyer or law firm to a judge before whom the lawyer or</p> <p>2 law firm regularly hears cases.</p> <p>3 Q Okay. Who is the judge that you say got the</p> <p>4 money?</p> <p>5 A Andrews.</p> <p>6 Q Judge Andrews? What was his first name?</p> <p>7 A Michael.</p> <p>8 Q What's his middle name?</p> <p>9 A I don't recall.</p> <p>10 Q Judge Michael Andrews. Is he in Pinellas County?</p> <p>11 A Yes.</p> <p>12 Q And who was the lawyer who contributed to his</p> <p>13 campaign?</p> <p>14 A Thompson.</p> <p>15 Q What's his first name?</p> <p>16 A I don't recall. He is the senior. His son is</p> <p>17 also with the firm.</p> <p>18 Q What's the name of the firm?</p> <p>19 A Thompson, Goodis &amp; Thompson.</p> <p>20 Q And where are they based?</p> <p>21 A They're in St. Petersburg.</p> <p>22 Q How was it you came to find out about this</p> <p>23 perceived problem?</p> <p>24 A I had questioned one of my professors at the</p> <p>25 junior college about why some lawyers could carry on in</p>                                                                                                                                                                                                                                                             |



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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 court and seem immune to both the law and common decency;<br/> 2 and the judge told me it's simply because these lawyers pay<br/> 3 off the judges in the form of election contributions, and<br/> 4 they don't want to do anything to the lawyer that would<br/> 5 upset that flow of cash to their campaign.<br/> 6 Q Was that the --<br/> 7 A So what I did at that point was I went down to<br/> 8 the campaign records for the judge, and then I found that<br/> 9 the contribution exceeded the amount set by the statute.<br/> 10 Q And was this the professor or the judge who<br/> 11 explained that theory?<br/> 12 A The professor was a judge.<br/> 13 Q And what was that professor judge's name?<br/> 14 THE DEPONENT: Do I need to disclose that?<br/> 15 MR. COOK: Sure. You testified to it.<br/> 16 A It was more than one judge. I had another judge<br/> 17 that essentially confirmed that. That was --<br/> 18 Q Tell me the judge's --<br/> 19 A I can't remember his name offhand.<br/> 20 Q Was it one of your professors?<br/> 21 A Yes.<br/> 22 Q At St. Pete Jr. College?<br/> 23 A Yes. I've got it in the records. I can get that<br/> 24 to you.<br/> 25 Q They were both male professors?</p> | <p>1 Commission took the action. But what it turned out was<br/> 2 that the \$509 amount was only the tip of the iceberg. It<br/> 3 wasn't a cash contribution; it was an in-kind contribution<br/> 4 that was actually, according to my calculations, valued at<br/> 5 over \$1,000.<br/> 6 Q And what was that?<br/> 7 A An in-kind contribution.<br/> 8 Q I know that it was in-kind, but what were they<br/> 9 giving? Sausages? Napkins?<br/> 10 A Essentially they were running the judge's<br/> 11 re-election campaign, printing up his flyers, mailing them<br/> 12 and all that sort of thing.<br/> 13 Q So it was printing and mailing that they were<br/> 14 doing?<br/> 15 A The complaint has a complete listing of<br/> 16 everything.<br/> 17 Q And as best you recall that was printing and<br/> 18 mailing?<br/> 19 MR. COOK: I don't think that's what he testified<br/> 20 to.<br/> 21 A It was also postage. It's all contained in the<br/> 22 complaint.<br/> 23 Q (By Mr. Anthony) And you drafted that all by<br/> 24 yourself?<br/> 25 A I filed the complaint, yes, by myself.</p>                     |
| Page 62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Page 64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>1 A Yes.<br/> 2 Q And you can't remember who they are now?<br/> 3 A The second one was Judge Demers.<br/> 4 Q Judge Debers?<br/> 5 A Demers.<br/> 6 Q Demers. Do you remember Judge Demers' first<br/> 7 name?<br/> 8 A Not offhand. No.<br/> 9 Q And do you know whether that person is still a<br/> 10 judge?<br/> 11 A They're the chief judge now.<br/> 12 Q And that's exactly how it was described to you?<br/> 13 A I don't know if that was exactly how it was<br/> 14 described; but, yes, that's the essence of it.<br/> 15 Q And what was your understanding as to the<br/> 16 statutory limit on the contribution to this judge?<br/> 17 A It was a \$500 statutory limit.<br/> 18 Q And how much had this lawyer contributed?<br/> 19 A \$509.<br/> 20 Q And so you sued --<br/> 21 A Well, first of all, it wasn't a lawsuit.<br/> 22 Q It has a case number.<br/> 23 A It's a complaint.<br/> 24 Q It's an administrative complaint?<br/> 25 A I didn't file any lawsuit. The Elections</p>                                                                                                                                                                                                                      | <p>1 Q Who drafted it?<br/> 2 A I don't know what you mean by drafting.<br/> 3 Q Who wrote it?<br/> 4 A I filled out a complaint application.<br/> 5 Q I got you. And you filled it out yourself?<br/> 6 A Yes.<br/> 7 Q You just can't remember the name of the first<br/> 8 judge professor who told you how things worked?<br/> 9 A Right now I'm really stressed, and that's<br/> 10 preventing me from remembering.<br/> 11 Q This is stressing you?<br/> 12 A Yes.<br/> 13 Q Do you find this to be something that you want to<br/> 14 stop for a while?<br/> 15 A We can go on.<br/> 16 Q How did that case resolve itself?<br/> 17 A Well, the Elections Commission found that they<br/> 18 had violated the law, the letter of the law; but they<br/> 19 deemed that the violation was something they weren't going<br/> 20 to pursue.<br/> 21 When it was brought to their attention, there was<br/> 22 more involved in it than just a \$9 overage. They didn't<br/> 23 want to pursue the case any further.<br/> 24 Q So when you filed this complaint, were you aware<br/> 25 that it was just a \$509 overage?</p> |

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| <p>1 A Yes.</p> <p>2 Q And have you appealed that already?</p> <p>3 A That was appealed. Yes.</p> <p>4 Q Who handled the appeal?</p> <p>5 A I did.</p> <p>6 Q Did any lawyer help you?</p> <p>7 A No.</p> <p>8 Q And has it been resolved yet?</p> <p>9 A No. The Second District Court of Appeal didn't</p> <p>10 seem to have much interest in the matter, and the advice</p> <p>11 that I got from an agent of the FBI was to bring it to the</p> <p>12 attention of the governor. I've done that.</p> <p>13 Q Have you brought it to the attention of the</p> <p>14 governor?</p> <p>15 A Yes.</p> <p>16 Q Which one?</p> <p>17 A Governor Bush.</p> <p>18 Q When did you do that?</p> <p>19 A I'd have to refer to my records if you want an</p> <p>20 exact date.</p> <p>21 Q Have you heard back from Governor Bush?</p> <p>22 A I would say that we're in communications on that.</p> <p>23 Q What does that mean? Did he call you?</p> <p>24 A One of his people called me on his behalf.</p> <p>25 Q Who was that?</p>                                                                                                                                                                                 | <p>1 Q Were you unsatisfied with that result?</p> <p>2 A Well, when the judge let the lawyer misbehave in</p> <p>3 court I was concerned about that. Yes.</p> <p>4 Q Who was the lawyer who misbehaved in court and</p> <p>5 got away with it, in your opinion?</p> <p>6 A Thompson.</p> <p>7 Q Did you file a Bar grievance against Thompson?</p> <p>8 A No. I did write to the chief judge at the time,</p> <p>9 Susan Schaeffer.</p> <p>10 Q Did you get a letter back?</p> <p>11 A No.</p> <p>12 Q What did he do in court that made you so upset?</p> <p>13 A He came up and sat down on the table in front of</p> <p>14 me. When I was called to read some documents, I would say</p> <p>15 that he was under a court order to produce documents, which</p> <p>16 he did not do. This made me have to read them in court on</p> <p>17 the day as opposed to being able to see them ahead of</p> <p>18 time. When I stepped up to read the documents, he blocked</p> <p>19 my view, made snide remarks, then he threatened me.</p> <p>20 Q How did he threaten you?</p> <p>21 A He said that I know your name, and if you ever go</p> <p>22 to apply to the Florida Bar I will see that you are</p> <p>23 prevented from becoming a member.</p> <p>24 Q Do you want to be a member of the Florida Bar?</p> <p>25 A I had thought about it at one time. Yes.</p> |
| Page 66                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Page 68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>1 A Again, I'd have to refer to my notes. It was a</p> <p>2 female.</p> <p>3 Q What did they say?</p> <p>4 A That they appreciated my work on this matter.</p> <p>5 Q Were they following up with it?</p> <p>6 A Like I say, we're in the process of writing back</p> <p>7 and forth. Yes.</p> <p>8 Q So Governor Bush's office has written you letters</p> <p>9 about this?</p> <p>10 A Governor Bush himself.</p> <p>11 Q Has written you letters about this case?</p> <p>12 A Yes.</p> <p>13 Q What do they say?</p> <p>14 A We're sorting out how it's going to be handled.</p> <p>15 Initially he didn't know if he had jurisdiction or not, and</p> <p>16 I think that that's what we have to determine, whether he</p> <p>17 has jurisdiction to employ a special prosecutor.</p> <p>18 Q Has he opined on whether he has jurisdiction to</p> <p>19 do that?</p> <p>20 A I believe at this point he doesn't believe he has</p> <p>21 jurisdiction, but the FBI believes that he does have</p> <p>22 jurisdiction.</p> <p>23 Q Why did you check this particular judge's</p> <p>24 contributions? Had you been in a case with him previously?</p> <p>25 A Yes. This was the case with the taxi cab.</p> | <p>1 Q What law schools have you applied to?</p> <p>2 A Pardon?</p> <p>3 Q What law schools have you applied to?</p> <p>4 A I haven't applied to any.</p> <p>5 Q Have you applied to medical schools?</p> <p>6 A No.</p> <p>7 Q Is there a transcript of this badinage of these</p> <p>8 events in that courtroom?</p> <p>9 A No.</p> <p>10 Q Was this the older or the younger Thompson?</p> <p>11 A Older.</p> <p>12 Q Now, here is Florida Elections Commission vs.</p> <p>13 Andrews, 98-163. Is that pretty much the same thing but</p> <p>14 where it's the judge --</p> <p>15 A Yes.</p> <p>16 Q -- as opposed to the lawyer? Is that also on</p> <p>17 appeal still?</p> <p>18 A That status is the same as Thompson.</p> <p>19 Q Who is Goodis?</p> <p>20 A Goodis is the partner in Thompson, Goodis &amp;</p> <p>21 Thompson.</p> <p>22 Q Okay. I see your third case is Florida Election</p> <p>23 Commission vs. Goodis, 99-169. What was that all about?</p> <p>24 A That was his duplicity in the above two cases.</p> <p>25 Q What sort of duplicity was he engaged in?</p>                                                                                                                                                                                                                                                                          |

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| <p>1 A He was actually the one running the campaign. He</p> <p>2 had formed the re-election committee for the judge and in</p> <p>3 doing so violated the Florida Election Statutes.</p> <p>4 Q Why did he violate Florida Election Statutes?</p> <p>5 A Well, my complaint is nine pages. I'm not even</p> <p>6 going to attempt to go into the details on this one without</p> <p>7 getting the complaint in front of me.</p> <p>8 Q Is this not fresh in your mind?</p> <p>9 A No, actually, it isn't because I filed that</p> <p>10 complaint -- or they received my complaint on July 1st,</p> <p>11 '99; so it's going on two years ago.</p> <p>12 Q You have a lot of litigation going on, don't you?</p> <p>13 A I have a few things here and there.</p> <p>14 Q Do you do all this by yourself? I mean, with the</p> <p>15 exception of this check cashing loan litigation, do you do</p> <p>16 all of this yourself?</p> <p>17 A Some of it is; some of it isn't.</p> <p>18 Q Of all the things on this schedule, page ten and</p> <p>19 eleven, what ones have you had lawyers representing you?</p> <p>20 A Well, Gillespie vs. Bell Savings Bank, that was</p> <p>21 represented by an attorney, Charles Boohar.</p> <p>22 Q What one is that on? Oh, at the bottom?</p> <p>23 A Yes.</p> <p>24 Q Where is Charles located?</p> <p>25 A I haven't had contact with him for ten years.</p> | <p>1 Q Who painted the \$20,000 painting?</p> <p>2 A Ed C. Wyeth.</p> <p>3 Q It was your painting?</p> <p>4 A Yes.</p> <p>5 Q Do you have any Wyeths now?</p> <p>6 A No.</p> <p>7 Q When is this?</p> <p>8 A That was in the '80s.</p> <p>9 Q Gillespie vs. Rolls Royce Motors. Did you have a</p> <p>10 Rolls Royce at one time?</p> <p>11 A Yes.</p> <p>12 Q And you sued over the warranty?</p> <p>13 A That's correct.</p> <p>14 Q How did that get resolved?</p> <p>15 A The judge awarded me a finding, and they</p> <p>16 appealed. I don't know that we followed that appeal up.</p> <p>17 Q Did you ever recover on your auto warranty?</p> <p>18 A No.</p> <p>19 Q Did you use a lawyer for that?</p> <p>20 A Charles Boohar.</p> <p>21 Q Gillespie Kar Kingdom, Inc. vs. London Motors.</p> <p>22 What was that about?</p> <p>23 A That was a breach of contract. London Motors</p> <p>24 produced an automobile that I was a dealer for. They</p> <p>25 failed to comply with the terms of the contract.</p>                                                                                                                                                                                                                                           |
| Page 70                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Page 72                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>1 The last I knew he was in the suburbs of Philadelphia.</p> <p>2 Q What did you sue Bell for?</p> <p>3 A That was a contract dispute.</p> <p>4 Q About a note, a promissory note or something?</p> <p>5 A After I paid their mortgage of 1.1 million</p> <p>6 dollars, they wanted to impose roughly a \$33,000 prepayment</p> <p>7 penalty. Our contention was that we had the option of</p> <p>8 substituting the collateral under some sort of a tax swap.</p> <p>9 Q How did that get resolved?</p> <p>10 A It wasn't resolved. Bell went broke. I think</p> <p>11 they were taken over by Resolution Trust Corporation, but</p> <p>12 I'm not sure. And in any event, that lawsuit was listed as</p> <p>13 an asset in my 1992 lawsuit -- bankruptcy. I'm sorry.</p> <p>14 Q Gillespie vs. Freedman Auction?</p> <p>15 A I was represented by counsel on that, Charles</p> <p>16 Boohar.</p> <p>17 Q What were these paintings and money? What's this</p> <p>18 all about?</p> <p>19 A I had consigned paintings to the auction, and</p> <p>20 there was some delay in getting the payment for them.</p> <p>21 Q How much at issue?</p> <p>22 A There were a couple of things involving</p> <p>23 Freedman. I don't recall what this one was. One painting</p> <p>24 was about \$20,000, and there were some other ones that were</p> <p>25 for lesser amounts.</p>                           | <p>1 Q How did that resolve itself?</p> <p>2 A I was represented by Charles Boohar, and then</p> <p>3 Mr. Boohar at that point was working for a law firm, which</p> <p>4 I don't remember the name of -- but he left the firm. And</p> <p>5 the case stayed with the former law firm. I don't think</p> <p>6 they had any interest in the case and essentially let it</p> <p>7 die.</p> <p>8 Q You sued British Airways pro se. What does pro</p> <p>9 se mean to you?</p> <p>10 A For himself.</p> <p>11 Q How did that case get resolved?</p> <p>12 A I sued them over smoke coming from the smoking</p> <p>13 section into the non smoking section.</p> <p>14 Q This is when you were a passenger on the Concord?</p> <p>15 A Yes. The claim was barred by the Geneva</p> <p>16 Convention. That's my understanding.</p> <p>17 Q Where did you sue them? France?</p> <p>18 A It was in Philadelphia.</p> <p>19 Q Did they bring any lawsuit against you for</p> <p>20 attorney's fees or a claim for attorney's fees or costs?</p> <p>21 A No.</p> <p>22 Q Did they show up with a lawyer?</p> <p>23 A I believe they had counsel, yes.</p> <p>24 Q You didn't know about that there's smoking on the</p> <p>25 Concord before then, before you got on it?</p> |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 A There was a smoking and a non smoking section. I</p> <p>2 was seated in the non smoking section, and smoke from the</p> <p>3 smoking section left the smoking section and went into the</p> <p>4 non smoking section where I was sitting.</p> <p>5 Q What year was this that you brought this claim?</p> <p>6 A I think that was '88 -- 1988 or 1989.</p> <p>7 Q How much money were you asking for?</p> <p>8 A I don't recall.</p> <p>9 Q What was Bixby Enterprises vs. Gillespie about?</p> <p>10 A That was a complaint for unlawful detainer.</p> <p>11 Q What does that mean?</p> <p>12 A They were suing to have me evicted from the</p> <p>13 apartment. Essentially I rented an apartment in a</p> <p>14 two-story building. The apartment beneath me they had let</p> <p>15 a business move into, and it was causing noise, smoke, etc.</p> <p>16 It was disturbing me. They weren't going to do anything</p> <p>17 about it. And they eventually settled with me and let me</p> <p>18 move out of the apartment and returned my deposit.</p> <p>19 Q What did you allege by way of your counterclaim?</p> <p>20 A That prior to moving into the apartment I</p> <p>21 explained to the leasing agent that I wanted a quiet</p> <p>22 apartment where I wouldn't have a lot of disturbances.</p> <p>23 Q Is that to keep you relaxed and not stressed?</p> <p>24 A Yes.</p> <p>25 Q At this point you were already depressed from</p> | <p>1 in court costs.</p> <p>2 Q Were you a domestic companion of hers at the</p> <p>3 time?</p> <p>4 A No.</p> <p>5 Q I don't understand this. She alleged domestic</p> <p>6 violence?</p> <p>7 A Repeat violence.</p> <p>8 Q Repeat violence.</p> <p>9 A The case had no merit whatsoever.</p> <p>10 Q Did she employ a lawyer for that?</p> <p>11 A No.</p> <p>12 Q Were you just taking a picture, and she filed a</p> <p>13 lawsuit?</p> <p>14 A That's correct. Actually, not a lawsuit. She</p> <p>15 went down and complained to the court, and they filed the</p> <p>16 suit on her behalf.</p> <p>17 Q And what was her complaint all about, that you</p> <p>18 were taking a picture of her?</p> <p>19 A That I was taking a picture of her building so</p> <p>20 that I could uncover her security and break in there and</p> <p>21 steal all her money or something like that.</p> <p>22 Q Have you investigated any other judges the way</p> <p>23 you've investigated Judge Andrews?</p> <p>24 A Yes.</p> <p>25 Q Tell me the ones you've investigated.</p>                                                                                                                                      |
| Page 74                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Page 76                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>1 stress?</p> <p>2 A Yes.</p> <p>3 Q At this point your family and you were already on</p> <p>4 the outs?</p> <p>5 A Yes.</p> <p>6 Q You were already having financial troubles?</p> <p>7 A Yes.</p> <p>8 Q How many months did you get to stay there without</p> <p>9 paying rent?</p> <p>10 A I paid for all the time I was there.</p> <p>11 Q So why did they want to remove you?</p> <p>12 A Because I stopped paying the rent.</p> <p>13 Q So you ultimately paid all the rent covering the</p> <p>14 whole time there?</p> <p>15 A Once they filed the complaint for unlawful</p> <p>16 detainer, I moved to another apartment. I paid for all the</p> <p>17 time that I stayed there.</p> <p>18 Q What's Linda Sue Coley vs. Gillespie all about?</p> <p>19 A Linda Sue Coley is an employee of EZ Check</p> <p>20 Cashing. Outside of that, and even at the time, I didn't</p> <p>21 know who she was. I'd never met her anywhere else before.</p> <p>22 I was taking a photograph of this business for</p> <p>23 use in a lawsuit, and Ms. Coley went to the police or to</p> <p>24 the court and alleged domestic violence or repeat</p> <p>25 violence. The case was thrown out, and she was fined \$50</p>                                                                                                                                                                                                                              | <p>1 A I would have to get my list. Actually, the</p> <p>2 information is in the -- that's part of the complaint. One</p> <p>3 of the judges I looked into his file, he was adamant that</p> <p>4 he wasn't going to take these campaign contributions and</p> <p>5 the inference being that he wasn't for sale. So I thought</p> <p>6 that was good evidence supporting my case.</p> <p>7 Q Any other judges you've investigated?</p> <p>8 A I think that's it.</p> <p>9 Q Any other lawsuits not on this list either</p> <p>10 because they occurred afterwards or because they were just</p> <p>11 omitted?</p> <p>12 A No. I think that's it other than AMSCOT, which</p> <p>13 we're here for and Ace.</p> <p>14 Q And EZ Check Cashing is also --</p> <p>15 A Yes.</p> <p>16 Q -- suing you and you're countersuing them.</p> <p>17 Right?</p> <p>18 A Yes. That's on here, page ten.</p> <p>19 Q How was it that you first heard about payday</p> <p>20 deferred deposit transactions?</p> <p>21 A In some marketing media.</p> <p>22 Q Let me stop before I go into all that. Who is</p> <p>23 Mark Kamleiter?</p> <p>24 A Mark Kamleiter is an attorney.</p> <p>25 Q What's he ever done for you?</p> |

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1 THE DEPONENT: Is that going to violate the  
2 attorney/client privilege? I don't want to do that.  
3 MR. COOK: So long as you don't reveal any  
4 communications, it won't.  
5 A I don't want to void my attorney/client  
6 privilege.  
7 Q (By Mr. Anthony) Is there any case pending in  
8 which he's represented you?  
9 A No.  
10 Q Was there formerly any case pending in which he  
11 represented you?  
12 THE DEPONENT: If I answer that, is that going to  
13 violate attorney/client privilege?  
14 MR. COOK: What was the question again?  
15 MR. ANTHONY: Was there formerly any case pending  
16 in which Mr. Kamleiter represented the witness?  
17 MR. COOK: You can tell him if he represented you  
18 in a case.  
19 A A filed case?  
20 Q (By Mr. Anthony) Filed or threatened case.  
21 A He was, you know, as this says, my vocational  
22 rehabilitation lawyer.  
23 Q Was there a case threatened against you in  
24 connection with vocational rehabilitation issues?  
25 A No. We were making the threats.

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1 Q And who did you make the threats to?  
2 A Vocational rehabilitation.  
3 Q What's the name of the -- was there a  
4 governmental entity of some kind?  
5 MR. COOK: I think he testified about all this  
6 already, his vocational rehabilitation --  
7 MR. ANTHONY: Oh, this is because you weren't  
8 going to be -- they weren't going to go through and --  
9 your medical deal?  
10 A They weren't going to do anything that they had  
11 said. I would add, just to supplement this, that the  
12 vocational rehabilitation plan also called for medical  
13 services and so forth and so on. It wasn't strictly a  
14 vocational rehabilitation by way of education or career.  
15 It also included medical restoration.  
16 Q (By Mr. Anthony) How was that resolved, that  
17 latter part that you mentioned?  
18 A I'm not sure I understand what you're asking.  
19 Q Did they cover some of that medical restoration  
20 or any --  
21 A Florida?  
22 Q Yeah.  
23 A Nothing.  
24 Q And following the threats, did you bring  
25 litigation?

1 A I filed an administrative action.  
2 Q And that's what led to the administrative action  
3 we've already talked about?  
4 A Yes.  
5 Q And Mr. Kamleiter didn't represent you in that?  
6 A No.  
7 Q But you brought it --  
8 A Yes.  
9 Q -- regardless? Going back to the deferred  
10 deposit industry, what's the first check cashing business  
11 that you ever patronized?  
12 MR. COOK: Do you want to break for lunch at some  
13 point here?  
14 MR. ANTHONY: I'm a hungry boy. I was just  
15 thinking about that.  
16 (There was a break in the proceedings for lunch.)  
17 Q (By Mr. Anthony) We had briefly talked about  
18 your bankruptcy prior to the break. And if you could take  
19 a look at Exhibit 3, what is that?  
20 A This appears to be a copy of a Summons and Notice  
21 of Trial in an adversary proceeding.  
22 Q What's an adversary proceeding?  
23 A An adversary proceeding is -- in this case it's a  
24 complaint to determine dischargeability of debt pursuant to  
25 Title 11, USC 523.

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1 Q And do you recognize that document?  
2 A Not really.  
3 Q Read it and see if your memory gets refreshed.  
4 This is when Wanamaker was claiming that you ran up an  
5 account with them without any chance of being able to repay  
6 it. Right?  
7 A Yes. I think that's what they allege here.  
8 Q And finally they didn't pursue it anymore, and  
9 you got your discharge. Right?  
10 A No, that's not true. They were unable to prove  
11 any of this, and this was eventually dismissed.  
12 Q Did you counterclaim or something against them?  
13 A No. I vaguely remember answering some  
14 interrogatories and going through different steps, and  
15 ultimately they weren't able to prove their allegations.  
16 Q And Exhibit No. 4, tell me if you recognize  
17 that --  
18 MR. COOK: Let me see --  
19 MR. ANTHONY: I'm sorry about that.  
20 Q (By Mr. Anthony) That's a composite exhibit, I  
21 will represent to you, is your initial bankruptcy filing in  
22 your bankruptcy case. Do you recognize that document as  
23 your initial bankruptcy filings in your bankruptcy case in  
24 1992?  
25 A Yes.

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1 Q Do you see your signatures anywhere on those?  
 2 A My signature?  
 3 Q Yeah.  
 4 A Let me look. I have the second page. It looks  
 5 like I signed it twice.  
 6 Q Do you remember checking out those filings to  
 7 make sure that they were true and correct before you signed  
 8 them?  
 9 A Which filing was that?  
 10 Q That whole composite exhibit.  
 11 A What was the question again?  
 12 Q Do you remember looking that document, as filled  
 13 out, over before signing it to make sure everything was  
 14 correct?  
 15 A I don't really have any independent recollection  
 16 of it. No. I see now that it's signed, and it looks like  
 17 my signature.  
 18 Q Do you have any reason to believe at this time  
 19 that any information on there was false when you signed  
 20 it? Did you sign it on December 21 of 1999 -- I'm sorry,  
 21 1991?  
 22 A No.  
 23 Q You don't think that's when you signed it?  
 24 A December 31st.  
 25 Q Oh, I'm sorry.

1 believe that the value of real property in your possession  
 2 at the time of filing these is something other than  
 3 245,000?  
 4 A I don't really recall. That sounds about right.  
 5 Q And what property would that be?  
 6 A That was probably the home I was living in.  
 7 Q And do you have any reason to believe that the  
 8 value of personal property in your possession, ownership or  
 9 control as of the time of your Chapter 7 bankruptcy filing  
 10 was something other than \$4,775 as indicated in Column B?  
 11 A No. I'm relying on that figure. I would have to  
 12 go with that.  
 13 Q And then the total is 245,000 and 4,775 would  
 14 then be \$249,775. Correct?  
 15 A If that's what it says. Yes.  
 16 Q Well, I'm not asking you -- I don't want to just  
 17 read off -- do you have any reason to believe that this  
 18 bottom number is wrong then, the one that has some typing  
 19 irregularities on it?  
 20 A That could be a 2 or a 3. I don't know.  
 21 Q So it wouldn't add up if it were three, would it?  
 22 A Unless somebody made a math error.  
 23 Q Do you want to look at the backup sheets and  
 24 determine whether or not there's been a math error? We  
 25 have all day long. I have no problem with that. Take as

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1 A 1991.  
 2 Q Do you have any reason to believe that any  
 3 information on those documents was inaccurate when you  
 4 signed it? You can take a minute to look over it.  
 5 A No. I believe it was all accurate. Yes.  
 6 Q And in particular the page that is a summary of  
 7 schedules, about three pages -- the third page back, the  
 8 one --  
 9 A I will say that it looks like somebody has  
 10 monkeyed with the document a little bit. Everywhere where  
 11 it says 31, it looks like it could be a 21. And here I see  
 12 at the bottom of the asset column it looks like it's been  
 13 typed over. I don't remember the original having those  
 14 mistakes. It may have, but I don't remember it like that.  
 15 Q Is there a mistake on it? Do you think that that  
 16 number is inaccurate?  
 17 A I don't know.  
 18 Q Were the numbers on page three, summary of  
 19 schedules -- were the numbers in --  
 20 THE DEPONENT: See this here? I don't remember  
 21 that being that way.  
 22 MR. ANTHONY: He's looking at the total  
 23 liabilities, the second large column moving from left  
 24 to right.  
 25 Q (By Mr. Anthony) Do you have any reason to

1 much time as you need to make sure --  
 2 A What do you want me to add up now?  
 3 Q I'd like you to be able to determine for me  
 4 whether or not the summary of schedules was accurate as of  
 5 the date that you signed.  
 6 A If this is a representation of the actual  
 7 bankruptcy then, yes, it was.  
 8 Q And that's what it appears to be to you.  
 9 Correct?  
 10 A It appears to be that. Yes.  
 11 Q With your signature?  
 12 A Except that I don't remember these figures being  
 13 messed up like that.  
 14 Q Well, put a circle around every figure that you  
 15 consider to be wrong.  
 16 A I didn't say wrong; I said messed up.  
 17 Q How do you mean messed up? Do you mean the  
 18 typing is messed up?  
 19 A Well, you can't see whether that's a 2 or a 3.  
 20 The 9 is double struck, and the 775 looks like in bold  
 21 print, and it's not all the way through, finished at the  
 22 bottom. I just don't remember it being that way.  
 23 Q You don't remember messy typing?  
 24 A I don't remember what I just described to you.  
 25 Q But, Mr. Gillespie, isn't it true that the sum of

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1 the two numbers at the top of the page where the numbers  
 2 are not messed up adds up to exactly what that is?  
 3 A I believe so. Yes.  
 4 Q And we just went through that exercise. Do you  
 5 want to check the balance, your Schedule A for real  
 6 property and the Schedule B for personal property on those  
 7 two to make sure that they add up? In other words,  
 8 here's -- it seems that you remember quite well the summary  
 9 of schedules. Is that correct?  
 10 A The summary of schedules?  
 11 Q It's this third page because you don't have the  
 12 recollection that that was like that?  
 13 A I just remember the law firm that did this, and I  
 14 don't remember them doing something like that; but that's  
 15 just my recollection.  
 16 Q When we look at Schedule A for real property,  
 17 245,000, single family residence. Is that your house in  
 18 Sewell, New Jersey?  
 19 A Yes.  
 20 Q 245,000?  
 21 A Yes. Uh-huh.  
 22 Q Non secured totaling 195,000, and a second  
 23 mortgage of 32,000?  
 24 A Yes.  
 25 Q Does that make sense?

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1 A Yes. Uh-huh.  
 2 Q And then Schedule B, personal -- hang on one  
 3 second. Then when we go to page three, that's the same 245  
 4 on page 3 under the assets column, the top assets column,  
 5 as this Schedule A, 245 right here, that real property.  
 6 Right?  
 7 A Yes. Uh-huh.  
 8 Q And then you see personal property under line B,  
 9 4,775. And then you have your Schedule B, also personal  
 10 property, carries over two pages, the total at the bottom,  
 11 \$4,775, the sum of all those properties. Correct?  
 12 A Yes. Uh-huh.  
 13 Q Did you have any other properties besides those  
 14 listed on Schedule A, Schedule B, real and personal  
 15 properties as of that time?  
 16 A No.  
 17 Q You know the difference between real and personal  
 18 property, don't you?  
 19 A Real property, real estate; personal property --  
 20 yes. Uh-huh.  
 21 Q And at that time did you have \$428,000 worth of  
 22 secured debt?  
 23 A Yes.  
 24 Q And you had \$239,000 worth of unsecured debt?  
 25 A That's what it says. Yes.

1 Q So you had a total of \$667,000 plus in debt when  
 2 you filed?  
 3 A That's correct.  
 4 Q And you were bringing in 150 a month -- \$150 a  
 5 month?  
 6 A That's what it says. Yes.  
 7 Q Is that true? Was it true when you signed it?  
 8 A Yes.  
 9 Q And that was before you were on disability?  
 10 A Yes. Uh-huh.  
 11 Q And I'm sorry, just for my memory, which is a bit  
 12 cloudy, I guess, what year did you go on disability?  
 13 A The disability was determined in 1993.  
 14 Q I got you. Now, when you first heard about  
 15 deferred deposit transactions, do you recall the first  
 16 company that you went with?  
 17 A Yes. Check 'n Go.  
 18 Q Check 'n Go? Where were they located?  
 19 A They were south St. Pete, 54th Avenue South, I  
 20 believe.  
 21 Q And who did you deal with there?  
 22 A I dealt with their personnel.  
 23 Q What were their names?  
 24 A I don't have their names.  
 25 Q You don't have any recollection as to first

1 names? Last names?  
 2 A Not sitting here today. No.  
 3 Q Are they written down anywhere by you?  
 4 A I don't know.  
 5 Q Were there any other Check 'n Go locations that  
 6 you did business with?  
 7 A I don't think so. No.  
 8 Q And about what time period was this that you  
 9 began working with Check 'n Go?  
 10 A Check 'n Go, I believe it was August 21st of '97.  
 11 Q How are you so able to remember that specific  
 12 day? That's my birthday, and I can't remember what  
 13 happened that day.  
 14 A Well, the date is memorialized in my  
 15 interrogatories that I answered for you.  
 16 Q So from your reviewing the interrogatories?  
 17 A Yes.  
 18 Q Have you had a chance to take a look at the  
 19 backup checks that would have been correspondent to these  
 20 deals?  
 21 A I've looked at them. Yes.  
 22 Q When did you most recently look at them?  
 23 A It's been a while. I don't recall when.  
 24 Q More or less than a month?  
 25 A I would say, for the most part, it's been more

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1 than a month. Yes.

2 Q What do you have in front of you? You have a

3 yellow lined piece of paper. What's that?

4 A Would you like to look at it?

5 Q Yeah. Sure.

6 A It's a compilation of the different start dates

7 that I compiled from my answers to the interrogatories.

8 Q When did you prepare this?

9 A During my lunch break.

10 Q And what documents did you use to prepare this?

11 A I used solely the documents marked as Exhibit 2.

12 Q Now, all of these transactions with Check 'n Go,

13 EZ, ACE, National, AMSCOT, Check Smart and Americash --

14 A Oh, are you taking my paper from me?

15 Q I took it from you to put a tab --

16 A You're taking my paper and putting it in an

17 exhibit?

18 Q Yes.

19 A Why are you doing that?

20 Q Because it's an important piece of information

21 now.

22 A Really?

23 Q Yeah.

24 MR. COOK: Can I just ask you to allow him to

25 look at that if you're going to --

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1 MR. ANTHONY: Oh, absolutely.

2 MR. COOK: -- ask him questions about --

3 MR. ANTHONY: Absolutely.

4 MR. COOK: -- the dates?

5 MR. ANTHONY: It's there on the table.

6 MR. COOK: That's the only reason he did that is

7 since you asked him a question prior to our leaving,

8 and he wanted to make sure he gave you accurate

9 answers.

10 MR. ANTHONY: He's got it.

11 Q (By Mr. Anthony) Now, all of those stopped in

12 November or December of '99. What caused them to stop?

13 A What caused what to stop?

14 Q Your relationship with those seven deferred

15 deposit outfits.

16 A I was no longer able to carry on the, quote,

17 unquote, robbing Peter to pay Paul.

18 Q What does "robbing Peter to pay Paul" mean to

19 you? Who are you robbing in that term?

20 A Myself.

21 Q How are you robbing yourself?

22 A I'm taking money out of one pocket and putting it

23 in the other.

24 Q You've used the term robbing Peter to pay Paul

25 elsewhere, haven't you?

1 A I don't know. Have I? I may have. As far as I

2 know, it's a common term.

3 Q When you take money from one business or firm or

4 person, that's the rob; and then to pay Paul is another

5 business or firm or person. Right?

6 A I don't necessarily agree with that.

7 MR. COOK: I think he testified taking from one

8 pocket and putting it in the other.

9 MR. ANTHONY: Well, he said rob Peter to pay

10 Paul. He said it before.

11 Q (By Mr. Anthony) Who are you robbing in that?

12 A It's a figure of speech. No one was robbed.

13 Q Let me ask you a question. Of the seven

14 entities, the first one, Check 'n Go, that's the one that

15 we were talking about first?

16 A Yes.

17 Q Have you bounced any checks to them?

18 A Yes.

19 Q And when did they bounce?

20 A I don't know what day they bounced.

21 Q Why don't you take a look at page 15 of your

22 outline?

23 A Of the responses?

24 Q Yeah. Of your interrogatory responses.

25 A Yes. Okay.

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1 Q For Check 'n Go, it says here that checks

2 numbered 1365 and 1366 dated December 3rd, 1999, one for

3 \$138 and one for \$200, both bounced and haven't been paid.

4 Right?

5 A That's correct.

6 Q When those were written, were you aware that you

7 weren't going to be able to cover them except for unless

8 you got another deferred deposit transaction somewhere

9 else?

10 A What was that question again?

11 Q On December 3rd -- I'm sorry. When these two

12 checks were written, the Check 'n Go checks, were you aware

13 that you weren't going to be able to cover them?

14 A No.

15 Q What new or different thing made it such that you

16 couldn't cover them?

17 A Well, like I say, I reached the point where I

18 couldn't continue with this financial treadmill, and I

19 actually sought to get a loan from my bank at the time --

20 SouthTrust, was it -- yeah, SouthTrust, up until the very

21 end. And they denied the loan, and I wasn't able to

22 continue with the financial treadmill.

23 Q Now, did you submit a loan application to

24 SouthTrust?

25 A A loan application? I believe so. Yes.



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1 Q And did you have a financial statement with that,  
2 or no?

3 A I don't think it was that involved.

4 Q Do you remember the loan officer's name?

5 A Not off the top of my head. No.

6 Q What branch?

7 A It was the branch at 4100 4th Street North in  
8 St. Petersburg.

9 Q And was that submitted about this time period, or  
10 was it prior to that?

11 A It was submitted at this time, and I explained to  
12 the manager or whoever was there that I was involved with  
13 these loan sharks like AMSCOT and that I was also in touch  
14 with the state officials about that and --

15 Q What state officials were you in contact with?

16 A The Department of Banking.

17 Q Who did you talk with there?

18 A I have the woman's name in my notes, but I don't  
19 recall it offhand. Actually, that may have been later, but  
20 in the general sense. And because of these loan sharks, I  
21 just wasn't able to continue this financial treadmill  
22 paying these exorbitant interest rates.

23 Q So that's what you told SouthTrust to get a loan,  
24 that your interest rates were exorbitant and so you needed  
25 a new loan?

1 A The office was on First Avenue North, I believe.

2 I think it was First Avenue North around 37th Street. Is  
3 that the office?

4 Q And then what happened?

5 A Well, I walked up to a window, the customer  
6 service window, and told them I wanted to get a -- cash a  
7 check or get a payday advance and write out a check. I  
8 think the amounts were generally \$111 or \$117.

9 And they would take the check from me and give me  
10 back about \$100 in cash. And they would, you know, go  
11 through, I guess, whatever office procedures they had  
12 there.

13 Q What were the procedures, as best you know?

14 A I don't know what their procedures were.

15 Q What procedures did you undergo?

16 A I just explained them to you.

17 Q Did you sign anything?

18 A I signed the check, and I may have signed the  
19 receipt.

20 Q Was there some time in all of your transactions  
21 with AMSCOT where on the same day that a check was due to  
22 be -- strike that.

23 What do you understand your options to have been  
24 for dealing with the check you had given to AMSCOT on the  
25 date that was the date of the check?

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1 A Yes.

2 Q And then they declined you?

3 A Yes.

4 Q Now, as a matter of routine, wasn't there a break  
5 in between the time period that you received an advance on  
6 a deferred deposit check and the time the check actually  
7 went in for collection at AMSCOT? Wasn't there always a  
8 break of at least a few days?

9 A I'm not sure what you're asking me. Are you  
10 speaking about the checks at AMSCOT?

11 Q Yeah.

12 A You want to know what, now, about AMSCOT?

13 MR. ANTHONY: Read him back the question.  
14 (The previous question was read by the reporter.)

15 A A break between -- what now?

16 Q (By Mr. Anthony) A break between the time that a  
17 check went in for collection --

18 A Well, now, when you say went in for collection,  
19 what do you mean by that?

20 Q When it gets deposited.

21 A When AMSCOT deposited my check?

22 Q Let's back up. Tell me what the ordinary  
23 procedure was for a transaction at AMSCOT.

24 A Well, I would go to the office.

25 Q Where was the office?

1 A Well, the date of the check, I believe, was the  
2 date that I was in the office. What were my options?

3 Options for what?

4 Q Did you have an option to let the check go in for  
5 collection?

6 MR. COOK: I'm going to object on the grounds of  
7 vague -- I mean, you asked him about the date of the  
8 check. He testified that the day of the check is the  
9 day that he went in to take out the loan. And you  
10 asked him what his options were. Do you mean what  
11 happened at the end of the two weeks?

12 MR. ANTHONY: I'd say at the end of the term.

13 Q (By Mr. Anthony) What was your understanding as  
14 to what would happen with the check when you tendered it  
15 over?

16 A At the end of the term? I believed it would be  
17 deposited.

18 Q Okay. Is that what happened in your deals at  
19 AMSCOT?

20 A I think for the most part. Are you asking if  
21 they would redeem the check or if the check was redeemable  
22 earlier? It's possible.

23 Q What is your understanding of the word "redeem"  
24 for purposes of the check issue?

25 A I guess buying back the check.

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1 Q Buy the check back for cash?

2 A Yes.

3 Q Did you ever redeem a check before it went in for

4 collection before it was deposited?

5 A That may have happened once. It may have

6 happened.

7 Q The majority of the times, what happened?

8 A It was deposited.

9 Q Was there any time when AMSCOT somehow collected

10 from you more than the face amount of the check for a check

11 cashing transaction?

12 A More than the face amount?

13 Q Yes.

14 A I believe they collected the face amount.

15 Q Was there any time when you understood that

16 AMSCOT would collect less than the face amount of the

17 check?

18 A No.

19 Q At the outset, you knew they were going to

20 collect the face amount of the check. Correct?

21 A At the outset I knew they were going to collect

22 the face amount of the check.

23 Q And you knew that on the first transaction you

24 had with AMSCOT. Correct?

25 A Yes.

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1 Q Did the alleged problems that you told your

2 SouthTrust officer about, as you previously testified, make

3 themselves apparent during that first transaction that you

4 had at AMSCOT?

5 A I don't understand that question.

6 Q Well, you said that the, quote, exorbitant

7 interest rates were causing you difficulty?

8 A You're asking me about my first transaction with

9 AMSCOT, which was on July 23rd, '98, and then you're asking

10 me about something that happened with my banker in December

11 of '99. Is that what you're asking?

12 Q I'm asking: Did you not appreciate what the

13 charge was going to be for cashing a check on the very

14 first time you did one of these transactions?

15 A I knew that the check was -- you know, I'm

16 referring here to this document, which I believe is

17 accurate -- \$113.89, and I received \$100 cash.

18 Q Did that seem exorbitant to you at the time on

19 the first transaction?

20 A It seemed high. Yes. Very high.

21 Q Why didn't you go somewhere else?

22 A I've gone other places.

23 Q If it was exorbitant, why did you go to AMSCOT?

24 Why didn't you go to any other place?

25 A I did go to other places.

1 Q Why did you go to AMSCOT if it seemed high?

2 A Because they offered to do the transaction.

3 Q Why didn't you just not do it if it was too high?

4 A I needed that money to continue the financial

5 treadmill.

6 Q But that was your first transaction with AMSCOT?

7 A Yes. And that was almost a year after I started

8 doing payroll advances.

9 Q So, at that point, did you already know that you

10 were just writing deferred deposit checks from one firm to

11 cover another firm's deferred deposit checks?

12 A It was keeping the financial treadmill going.

13 Yes.

14 Q So that's really all that had been happening for

15 a year is that you were covering deferred deposit

16 transaction advances with the most recent deferred deposit

17 transaction advance?

18 A Yes.

19 Q And were all of these by the time you started

20 with AMSCOT -- and you can use that yellow lined paper,

21 Exhibit 5, to help you if you want -- how many different

22 deferred deposit companies had checks up in the air with

23 you?

24 A At what point?

25 Q Your first deal with AMSCOT, the date of your

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1 first deal with AMSCOT.

2 A I don't know how many were up in the air at that

3 point.

4 Q Who did you deal with at AMSCOT? Do you remember

5 anyone's name?

6 A No.

7 Q Do you remember anyone's appearance?

8 A I remember it was either a guy or a gal behind

9 the counter.

10 Q Either a guy or a gal doesn't narrow it down too

11 much. Do you remember what the person, man or woman,

12 looked like?

13 A Oh, they were just typical folks.

14 Q Tall? Short?

15 A Well, they were inside a bullet proof enclosure.

16 I didn't know how tall they were, what the floor level in

17 there was.

18 Q Never really got a good look at them?

19 A I got a good look at them but nothing memorable.

20 Q Now, you've had an opportunity to study your

21 transactions with AMSCOT. In fact, you're open to the page

22 in your interrogatories that summarizes that transaction.

23 Right?

24 A I believe this document was prepared by AMSCOT.

25 Q Right. Can you read it?

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 A Yes.</p> <p>2 Q And it's the one that says towards the back, the</p> <p>3 last page of Exhibit D, it says deferred deposits by</p> <p>4 customer, AMSCOT, Neil Gillespie. Right?</p> <p>5 A What did you say, B?</p> <p>6 Q It's the last page before Exhibit B --</p> <p>7 A Oh, before Exhibit B?</p> <p>8 Q Right.</p> <p>9 A Yes. Uh-huh.</p> <p>10 Q Have you had an opportunity to pull out and take</p> <p>11 a look at your checks evidenced by those check numbers in</p> <p>12 the left-hand column?</p> <p>13 A The left-hand column? Yes, I have looked at</p> <p>14 those checks or reproductions of them.</p> <p>15 Q When did you most recently look at them?</p> <p>16 A Well, in conjunction with this lawsuit I looked</p> <p>17 at them.</p> <p>18 Q When? Today?</p> <p>19 A The answer I'm thinking of may violate</p> <p>20 attorney/client privilege, so I don't want to do that.</p> <p>21 Q I'm just asking if you looked at them.</p> <p>22 A And I answered yes.</p> <p>23 Q Did you look at them today?</p> <p>24 A No.</p> <p>25 Q Did you look at them yesterday?</p> | <p>1 the data here and your own review of the check?</p> <p>2 A Well, I don't have the checks here to review, so</p> <p>3 I'm relying solely on this document prepared by AMSCOT.</p> <p>4 And according to --</p> <p>5 Q Where are the checks? I mean, you've had an</p> <p>6 opportunity to review the checks already, haven't you?</p> <p>7 A Well, I believe I reviewed copies of the checks.</p> <p>8 Q Okay. That's fine. Did you have any reason to</p> <p>9 dispute the accuracy of the data on the copies of the</p> <p>10 checks that you received?</p> <p>11 A Did I have any reason to dispute the data on the</p> <p>12 copies of the checks?</p> <p>13 Q Yeah. Were they falsified checks or something or</p> <p>14 did you --</p> <p>15 A Well, I'm just saying I don't have those checks</p> <p>16 here now at this time.</p> <p>17 Q Have you had an opportunity -- I'm going to ask</p> <p>18 you another question then because maybe I didn't ask it</p> <p>19 clearly the first time.</p> <p>20 Have you had an opportunity to review the checks</p> <p>21 referenced in the left-hand column of this document since</p> <p>22 you've received this document --</p> <p>23 A The left-hand column --</p> <p>24 Q -- to verify its accuracy?</p> <p>25 A There are no left-hand columns.</p> |
| Page 102                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Page 104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>1 A No.</p> <p>2 Q Now, explain to me as we go across what your</p> <p>3 understanding is of the first transaction evidenced by</p> <p>4 check number 1372.</p> <p>5 A Actually, that was the last transaction. The</p> <p>6 first transaction was check 1079.</p> <p>7 Q Okay. Let's start with, then, the last</p> <p>8 transaction.</p> <p>9 A All right. You want to start with the last</p> <p>10 transaction?</p> <p>11 Q Yeah, the one on top. Very well done, though.</p> <p>12 What does it mean?</p> <p>13 A What does what mean?</p> <p>14 Q What does that whole horizontal --</p> <p>15 A What horizontal?</p> <p>16 Q -- set of information mean? Starting with the</p> <p>17 first transaction, check number 1372 --</p> <p>18 A You mean the last transaction?</p> <p>19 Q Right. The one that's on the top, sir.</p> <p>20 A So you're talking about the transaction that</p> <p>21 begins 001372?</p> <p>22 Q Right.</p> <p>23 A I believe that the check number on the check was</p> <p>24 1372.</p> <p>25 Q How much was the amount of the check based upon</p>                     | <p>1 Q Check number -- the check number column is a</p> <p>2 left-hand column, sir.</p> <p>3 A Okay.</p> <p>4 Q Check out your left. 1372, 1343, 1310 -- do you</p> <p>5 see that column?</p> <p>6 A I would call that the first of many columns.</p> <p>7 Q Okay. Well, it's left-hand moving right.</p> <p>8 A If you had two columns I would call one left and</p> <p>9 one right. If I have one, two, three, four, five, six,</p> <p>10 seven, eight, nine columns, I would call this column one.</p> <p>11 Q Okay.</p> <p>12 A I would call that column nine.</p> <p>13 Q Then let's do it your way. Column one.</p> <p>14 A Yes.</p> <p>15 Q Have you or have you not had an opportunity to</p> <p>16 see the checks that bear these numbers since you received</p> <p>17 this printout from AMSCOT?</p> <p>18 A I'm just, I think, looking at this for the first</p> <p>19 time.</p> <p>20 Q You are? Why don't you peel back two pages. Is</p> <p>21 that your signature on that? Is that your signature under</p> <p>22 oath on that document? Do you see that signature on the</p> <p>23 top page?</p> <p>24 A Yes.</p> <p>25 Q Did you sign that document before or after that</p>                                                                                                                  |

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1 page was attached?

2 A I'm sorry. I was mistaken. Yes. Yes. Now I

3 recognize this document. Yes, I signed that. And

4 accordingly, these are accurate figures then.

5 Q So these are all the checks that you've had an

6 opportunity to review prior to completing the

7 interrogatories. Correct?

8 A Yes.

9 Q Okay. And then as to the top transaction, check

10 number 1372 --

11 A Yes.

12 Q -- what is your understanding based upon that

13 data of the amount of the check at issue?

14 A My understanding of the amount is \$117.

15 Q That's the face value of the check?

16 A Face value of the check.

17 Q And as to the amount that was advanced to you in

18 cash on the date that you tendered the check, how much

19 would you have received?

20 A I believe \$100.

21 Q Okay. And what is your understanding of --

22 A But it might have been \$100.30. Yes. And,

23 actually, it was quite confusing, but --

24 Q What was confusing about it to you?

25 A Well, what the 30 cents was.

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1 Q Got you. Now, what is the date that you would

2 have tendered the check to AMSCOT?

3 A That would have been on the transaction date or

4 the check date.

5 Q November 15th of '99?

6 A Yes.

7 Q And that's the same as the check date. Correct?

8 A Yes.

9 Q And then there's a deposit date?

10 A Yes.

11 Q Is that the next column over?

12 A Yes.

13 Q And that would have been 12/3 of '99. Correct?

14 A Yes.

15 Q Do you know whether that check 1372 ever cleared?

16 A Yes, it did.

17 Q It cleared?

18 A Yes.

19 Q Now, do you want to take a look at page 15, and

20 if you take a look at your answer to number 9, it's list

21 the dates -- the interrogatory, list the date and check

22 amount for any occurrence in which Gillespie ever tendered

23 a check that was subsequently canceled or returned for

24 insufficient funds, taking care to name the banking

25 institution, the bank's address, and to whom the check was

1 issued. Do you see that?

2 A Yes. Uh-huh.

3 Q And the same date that check number 1372 was

4 deposited and cleared, you wrote three other checks, one

5 for EZ, one for Check 'n Go, and one for Check 'n Go. Do

6 you remember that?

7 A Yes.

8 Q When you wrote these three checks, total amount,

9 \$838, correct --

10 A Yes.

11 Q -- was some of the money --

12 A I mean, I said yes. I haven't added them up,

13 but --

14 Q Well, add them up.

15 A You wrote three checks.

16 MR. COOK: It's correct.

17 A I'm being told that it's correct.

18 Q (By Mr. Anthony) You wrote those three checks,

19 and you got some cash, and then you went over and paid off

20 AMSCOT. Is that what happened, or was it deposited?

21 A I don't recall what I did with those funds other

22 than to, you know, pay household expenses.

23 Q Is it your testimony that you were unaware on

24 December 3rd, 1999 that EZ and Check 'n Go were going to

25 bounce \$838 worth of checks if on the same day you were

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1 going to make payment to AMSCOT when the check was going to

2 go in for \$117? Were you just not aware that that was

3 going to happen?

4 A Was I not aware of what?

5 Q That you were going to become overdrawn?

6 A Yes, I was aware that that would happen.

7 Q You were aware that Check 'n Go and EZ were both

8 going to get a total of three NSF checks?

9 A Yes, if my bank loan hadn't gone through. Yes.

10 Q If your what hadn't gone through?

11 A The bank loan I discussed with you.

12 Q Well, you knew by December 3rd of 1999 that you

13 weren't going to get a bank loan. Right?

14 A No.

15 Q Really? That's your testimony?

16 A That's my testimony.

17 Q And there's nothing you could know or look at

18 that would change your testimony about this key issue

19 today?

20 A I don't think so.

21 Q All right. When you wrote your three checks for

22 EZ and Check 'n Go on December 3rd, check number 1359, 1365

23 and 1366 --

24 A Let me just correct you. I didn't write them on

25 that date.

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1 Q Oh, that's when they were submitted?

2 A Well, you just said I wrote them on that date,

3 and that's not correct.

4 Q Oh, they were deposited on that date? Is that

5 the date that they were deposited or the day that they

6 bounced?

7 A No. I'm sorry. I think that was the date that

8 they were written. Yes. My apologies. Although, let me

9 just check here. Yeah.

10 The check wasn't written -- for example, the EZ

11 Check Cashing of Clearwater, \$500, the check was not

12 written on the 12th; it was written on November the 5th.

13 The check was dated --

14 MR. COOK: Do you mean the 3rd?

15 THE DEPONENT: November the 5th.

16 Q (By Mr. Anthony) So it was a month? They held

17 it for a month?

18 A Approximately a month. Yes. And that check was

19 dated the 12th of December. And I assume they deposited it

20 then or shortly thereafter. And what was your question now

21 about Check 'n Go? Do you have a question about Check And

22 Go?

23 Q Check 'n Go, when were those checks written?

24 A I believe the date of the transaction was the

25 11th of November of '99.

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1 MR. COOK: Why don't you tell him what you're

2 looking at for the record.

3 A And for the record, I'm looking at the

4 attachment, Check 'n Go printout sheet to my answers to the

5 interrogatories. And the check, according to this, was

6 dated on 12/3/99.

7 Q So it's your testimony that you were not aware

8 that these three checks would bounce when they were

9 written?

10 MR. COOK: Asked and answered.

11 You can go ahead and answer it again.

12 A I answered that already.

13 Q (By Mr. Anthony) Now, if you go back to the

14 AMSCOT page again, Exhibit A --

15 A Yes.

16 Q -- the second transaction going down the page,

17 check number 1343 --

18 A Yes.

19 Q -- transaction date, 10/18. Again, it's \$117.

20 You would have gotten \$100 and maybe 30 cents or so?

21 A Yes.

22 Q And that would have been sent in for deposit on

23 11/4 of '99?

24 A That's what it says here. Yes.

25 Q Do you know whether or not that cleared?

1 A I believe all my checks to AMSCOT cleared if they

2 were deposited.

3 Q Now, do you have any separate recollection of

4 this second to the last transaction at AMSCOT?

5 A Check number 1349?

6 Q Yeah. No. 1343.

7 A 1343?

8 Q Second to the last transaction.

9 A Not sitting here now. I have no independent

10 recollection of it.

11 Q Do you have any independent recollection of any

12 of these transactions other than as you've already

13 testified?

14 A I probably remember going in the store for the

15 first time and the impressions I had, and after that they

16 were -- it was all pretty much the same.

17 Q Did you ever do any transaction -- on the first

18 time, did you go in for a deferred deposit service, or did

19 you go in for something else?

20 A I believe it was for a deferred deposit.

21 Q Have you ever had your taxes done at an AMSCOT

22 location?

23 A No.

24 Q Have you ever done a same day check cashing

25 transaction at an AMSCOT location?

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1 A No.

2 Q Do you know whether or not AMSCOT charges more

3 for deferred deposit transactions than it does for regular

4 check cashing transactions where you get money, and the

5 check goes in on the same day?

6 A I don't know what their same day services are, if

7 any.

8 Q Do you recall ever asking or inquiring about

9 that?

10 A No.

11 Q Would you have any need for that service?

12 A No.

13 Q Based upon the data that you have on this one

14 page printout and whatever follow-up analysis you've done

15 regarding your checks, do you know whether or not you've

16 ever had more than one deferred deposit transaction

17 outstanding at the same time?

18 A Are you asking if I had other transactions

19 outstanding at the same time I had AMSCOT transactions

20 outstanding?

21 Q No. I'm asking just your relationship with

22 AMSCOT. Have you ever had more than one deferred deposit

23 AMSCOT transaction outstanding at the same time?

24 A For example, two or more AMSCOT checks out at

25 once?

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| Page 113                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Page 115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Q Correct.</p> <p>2 A No.</p> <p>3 Q And hasn't there always been at least a couple of</p> <p>4 days occurring between the date that one check has gone in</p> <p>5 for deposit or collection and the date that you do another</p> <p>6 transaction?</p> <p>7 A I would believe so. Yes.</p> <p>8 Q What is your understanding of what a roll-over is</p> <p>9 in this industry?</p> <p>10 A Well, a roll-over is -- in a strict sense, I</p> <p>11 believe, is paying the interest that's due and leaving the</p> <p>12 check with the company, the check cashing company, or</p> <p>13 perhaps writing a new check immediately and just paying the</p> <p>14 interest; although these companies all do things a little</p> <p>15 bit differently, and there's many variations on that.</p> <p>16 Q Do you understand that you've ever engaged in a</p> <p>17 roll-over transaction with AMSCOT?</p> <p>18 A I don't believe the complaint even alleges that.</p> <p>19 Q I'm just asking you. I don't care about the</p> <p>20 complaint. So is it your testimony that you've never done</p> <p>21 a roll-over with AMSCOT?</p> <p>22 A Not in that strict sense, no.</p> <p>23 Q How about in a loose sense?</p> <p>24 A Well, one could say that using the proceeds of</p> <p>25 one pocket to pay the other pocket could be a form of</p> | <p>1 relationship with one of these seven companies?</p> <p>2 A A contractual duty?</p> <p>3 Q Yeah, that got you started having to borrow money</p> <p>4 from one of them?</p> <p>5 A I'm not sure I understand that question.</p> <p>6 Q Well, did you have a separate obligation like a</p> <p>7 promissory note or a rent to own arrangement or some other</p> <p>8 obligation to any of these companies, a pawn relationship,</p> <p>9 you needed to get something unpawned? Did you have any</p> <p>10 other obligation to any one of these companies other than</p> <p>11 that you walked in from the street because you wanted money</p> <p>12 for a check?</p> <p>13 A Not to these companies directly, but --</p> <p>14 Q To who? Who is the cause? Who is at fault?</p> <p>15 MR. COOK: Excuse me. I think he'd probably</p> <p>16 prefer to finish his question -- or finish his</p> <p>17 answer.</p> <p>18 MR. ANTHONY: Sorry.</p> <p>19 A I would say that there was -- I had a need for</p> <p>20 money at one point for some expensive dental work, and that</p> <p>21 was how I initially got into this.</p> <p>22 Q So you had to pay your dentist, so you did</p> <p>23 deferred deposit deals?</p> <p>24 A Yes.</p> <p>25 Q Now, having said all of that, isn't it true that</p> |
| Page 114                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Page 116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>1 roll-over.</p> <p>2 Q Have you ever used the proceeds of an AMSCOT</p> <p>3 check cashing transaction to pay off or redeem a check on</p> <p>4 another check cashing transaction?</p> <p>5 A Yes. It was part of keeping the financial</p> <p>6 treadmill going.</p> <p>7 Q Of the checks that are on that schedule, point to</p> <p>8 the one check that paid off another check in your loose</p> <p>9 sense of the term.</p> <p>10 A Yes. I would say that because I didn't go to</p> <p>11 AMSCOT until almost a year into this, that that's what --</p> <p>12 all of them were being used for that.</p> <p>13 Q You mean all of the payments that you received</p> <p>14 from AMSCOT on deferred deposit transactions you used to</p> <p>15 make payments to other firms?</p> <p>16 A I used them to keep that financial treadmill</p> <p>17 going. Yes.</p> <p>18 Q Who put you on that treadmill? Did somebody</p> <p>19 force you to go to one of these companies?</p> <p>20 A No. I was not forced to go to a company.</p> <p>21 Q Was there some other obligation that you had to</p> <p>22 one of these companies that got you started engaging in</p> <p>23 these transactions?</p> <p>24 A I'm sorry. What was that question again?</p> <p>25 Q Did you have some separate contractual duty or</p>                                 | <p>1 there is a several day period of time that elapses between</p> <p>2 the closing of one deferred deposit transaction with AMSCOT</p> <p>3 and the pick up of another on every one of those</p> <p>4 transactions with AMSCOT. Correct?</p> <p>5 A I believe so. Yes.</p> <p>6 Q Did you tell the AMSCOT people that you were</p> <p>7 working with on these transactions that you were covering</p> <p>8 the checks as they're deposited with proceeds from other</p> <p>9 firm's deferred deposit transactions?</p> <p>10 A No.</p> <p>11 Q Why not?</p> <p>12 A They didn't ask that.</p> <p>13 Q Do you think they would have given you the</p> <p>14 ability to keep doing those deals if they knew that you had</p> <p>15 checks with seven different firms?</p> <p>16 MR. COOK: Objection. That calls for</p> <p>17 speculation.</p> <p>18 MR. ANTHONY: Does that call for speculation?</p> <p>19 MR. COOK: If you can answer the question, you</p> <p>20 can answer it.</p> <p>21 A I believe that they would have. Yes.</p> <p>22 Q (By Mr. Anthony) You think they would have if</p> <p>23 they knew that you had checks all over six different other</p> <p>24 outfits?</p> <p>25 A Yes.</p>                                                                                            |

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| Page 117                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Page 119                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Q Did you have to basically give out credit<br/>2 references when you started your AMSCOT relationship?<br/>3 A Credit references?<br/>4 Q Uh-huh.<br/>5 A No.<br/>6 Q Who is Bill Hindman?<br/>7 A Those are personal references.<br/>8 Q Those are personal. I'm sorry. Who is James<br/>9 Hill?<br/>10 A James Hill was my landlord and friend.<br/>11 Q Is he still your landlord and friend?<br/>12 A He's still my friend; he's not my landlord<br/>13 anymore.<br/>14 Q Where did you rent from him?<br/>15 A At 1121 Beach Drive Northeast.<br/>16 Q What was your rent back then?<br/>17 A My rent then -- I want to say it was 360 a month,<br/>18 and then I think it went up to 380 a month.<br/>19 Q What prompted you to move from that location?<br/>20 A I haven't moved from that location. I still live<br/>21 there.<br/>22 Q How come he's not your landlord now? It's sold?<br/>23 A Because he retired, and someone else bought the<br/>24 property.<br/>25 Q Who is that?</p> | <p>1 at his house in Orlando in maybe 1997.<br/>2 Q That's the last time you spoke with him?<br/>3 A Yes.<br/>4 Q And he was a personal reference for you in July<br/>5 of '98?<br/>6 A Yes.<br/>7 Q Were you permanently employed in July of '98?<br/>8 A I'm sorry? What was the question?<br/>9 Q Were you permanently employed in July of '98?<br/>10 A Permanently employed in July of '98? I don't<br/>11 believe so.<br/>12 Q Was there a method to your covering the AMSCOT<br/>13 check and allowing the other three checks to bounce, or was<br/>14 that just luck of the draw for the check cashing firms?<br/>15 A In other words, you want to know why AMSCOT's<br/>16 check cleared and the others didn't?<br/>17 Q Correct.<br/>18 A I believe that was a bank error.<br/>19 Q AMSCOT's check cleared is a bank error?<br/>20 A Yes.<br/>21 Q Have you been deposed before in connection with<br/>22 any litigation involving deferred deposit transactions?<br/>23 A Yes.<br/>24 Q Who has deposed you?<br/>25 A Well, I've been disposed -- deposed by ACE.</p> |
| Page 118                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Page 120                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>1 A My new landlord goes by the name of Metcab.<br/>2 Q Metcab?<br/>3 A Yes. M-e-t-c-a-b, Inc. -- no, not inc. -- LL,<br/>4 limited liability, LLC.<br/>5 Q Who is Bill Hindman?<br/>6 A Bill Hindman is a friend of mine.<br/>7 Q And do you have any business together?<br/>8 A No.<br/>9 Q What does he do for a living?<br/>10 A He's retired.<br/>11 Q Where does he live?<br/>12 A He lives at 432 Beach Drive Northeast.<br/>13 Q The same place you used to live?<br/>14 A No. I never lived there.<br/>15 Q Is that right near by or something?<br/>16 A I live at 1121 Beach Drive; he lives at 432 Beach<br/>17 Drive.<br/>18 Q It's another unit?<br/>19 A No. It's several blocks down the street.<br/>20 Q Have you ever had any business dealings with him?<br/>21 A No.<br/>22 Q Who is John Gillespie?<br/>23 A That's my uncle.<br/>24 Q How frequently do you communicate with him?<br/>25 A I last spoke with him, I think, when I was over</p>                                    | <p>1 Q Do you remember the name of the lawyer?<br/>2 A Paul Watson.<br/>3 MR. ANTHONY: Is that right?<br/>4 MR. COOK: Uh-huh.<br/>5 Q (By Mr. Anthony) How many times by Mr. Watson?<br/>6 A Once.<br/>7 Q Who else?<br/>8 A I was deposed by EZ Check Cashing.<br/>9 Q Who did the deposition? Do you know?<br/>10 A Ronald Collier.<br/>11 Q How many times?<br/>12 A Once.<br/>13 Q Anyone else?<br/>14 A I believe that's everything.<br/>15 Q Do you still have an account with First of<br/>16 America?<br/>17 A No.<br/>18 Q Were any checks drawn on First of America used in<br/>19 your AMSCOT relationship?<br/>20 A No.<br/>21 Q How about with any of the other six firms you<br/>22 used?<br/>23 A Well, just so you're aware, First of America was<br/>24 acquired by SouthTrust.<br/>25 Q I got you.</p>                                                                                                                                                                                                                                                         |

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1 A So the one account flowed through to the other,  
 2 and that happened in, I believe, January of '98; so that  
 3 was prior to my transaction with AMSCOT. It may not have  
 4 been prior to transactions with other companies.  
 5 Q Have you ever met any other AMSCOT deferred  
 6 deposit customers?  
 7 A AMSCOT deferred deposit customers? I've met Ann  
 8 today. Yes.  
 9 Q Have you met her prior to today?  
 10 A No. And I met Eugene Clement.  
 11 Q When did you meet him?  
 12 A I met him on the day of the deposition with Paul  
 13 Watson.  
 14 Q Your deposition with Paul Watson?  
 15 A And his. Yes. We were both deposed. Yes.  
 16 Uh-huh.  
 17 Q When was that?  
 18 A Whenever the date of that deposition was.  
 19 Q What did you have occasion to talk about without  
 20 your counsel present?  
 21 A I don't think we spoke about much of anything.  
 22 Q Have you talked to him any time since?  
 23 A He was in the office the other day when I was  
 24 here, and I saw him on television once.  
 25 Q What was he doing on TV?

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1 A He was with Mr. Alpert, the lawyer representing  
 2 him in an insurance matter on a show with Kathy Fountain.  
 3 Q What sort of an insurance matter?  
 4 A I don't know. I don't recall.  
 5 Q He was on TV. Was he in a class action matter  
 6 that Mr. Alpert was covering?  
 7 A I don't recall.  
 8 Q What did Ms. Blomefield and you have the  
 9 opportunity to talk about outside of counsel's presence  
 10 today?  
 11 A Just chit chat.  
 12 Q All right.  
 13 MR. ANTHONY: I don't have any further  
 14 questions.  
 15 MR. COOK: We don't have any further questions --  
 16 any questions, and we would like to read.  
 17 \* \* \* \* \*  
 18 (Thereupon, the deposition was concluded  
 19 at 3:15 p.m.)  
 20  
 21  
 22  
 23  
 24  
 25

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1 RE: EUGENE R. CLEMENT, et al.  
 2 vs. AMSCOT Corporation  
 3  
 4 ERRATA SHEET  
 5 I, NEIL J. GILLESPIE, have read the foregoing  
 6 deposition given by me on May 14, 2001, in Tampa, Florida.  
 7 Corrections should be made as follows:  
 8 PAGE: 1.LINE: ERROR/AMENDMENT AND REASON THEREFORE:  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19 Subject to these corrections, my testimony reads  
 20 as given by me in the foregoing, signed this \_\_\_\_\_ day of  
 21 \_\_\_\_\_, 2001.  
 22  
 23  
 24  
 25 NEIL J. GILLESPIE

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1 CERTIFICATE OF REPORTER  
 2 STATE OF FLORIDA :  
 3 COUNTY OF HILLSBOROUGH :  
 4  
 5 I, CHERE J. BARTON, a Notary Public in and for  
 6 the State of Florida at Large, certify that I was  
 7 authorized to and did stenographically report the foregoing  
 8 proceedings; and that the transcript is a true record of  
 9 the testimony given by the witness.  
 10  
 11 I further certify that I am not a relative,  
 12 employee, attorney or counsel of any of the parties, nor am  
 13 I a relative or employee of any of the parties' attorney or  
 14 counsel connected with the action, nor am I financially  
 15 interested in the action.  
 16  
 17 Dated this 28th day of May, 2001.  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

15 STATE OF FLORIDA:  
 16 COUNTY OF HILLSBOROUGH:  
 17 I, the undersigned authority, certify that NEIL  
 18 J. GILLESPIE personally appeared before me and was duly  
 19 sworn  
 20  
 21  
 22  
 23  
 24  
 25

WITNESS my hand and official seal this 28th day  
 of May, 2001.

Notary Public  
 State of Florida at Large  
 My commission No.:  
 My commission expires: \_\_\_\_\_





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|                               |                          |                          |                             |                           |                              |
|-------------------------------|--------------------------|--------------------------|-----------------------------|---------------------------|------------------------------|
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issues - memorable  
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