

August 1, 2012

Attorney General Pam Bondi  
Office of Attorney General  
State of Florida  
The Capitol PL-01  
Tallahassee, FL 32399-1050

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att  
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RE: Eugene P. Castagliuolo, Florida Bar ID: 104360

Dear Attorney General Bondi:

On July 25, 2012 attorney Eugene P. Castagliuolo accused me of wrongfully recording a phone call June 14, 2011 where he admitted to having mental problems. Mr. Castagliuolo threatened to sue me under chapter 934 Florida Statutes. He also threatened Michael Borseth, a court reporter who made the transcript. Mr. Borseth has made similar transcripts for me for the past five or six years and did nothing wrong. Exhibit 1 is a copy of Mr. Castagliuolo's email.

I believe Mr. Castagliuolo objects to the disclosure of this statement he made June 14, 2011:

"You know, I don't make any judgments about people based on what their mental problems are. Because if you -- if you're going to measure people by that yardstick then I'm not going to pass the test either."

(Transcript, pages 7-8, line 23)

I believe Mr. Castagliuolo's disabilities prevented him from effectively representing me, and argued that in my petition for writ of mandamus in SC11-1622, Supreme Court of Florida. The petition is uploaded on Scribd <http://www.scribd.com/doc/77963112/>

This is my request to the Attorney General for a legal opinion of my long-time, well-known practice of lawfully recording phone calls. It is public knowledge that "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)." This is announced on my Telephone Recording webpage <http://yousue.org/telephone-recording/>

On June 9, 2011 at 10:41 a.m. I notified Mr. Castagliuolo by email to communicate by email if he declined my usual practice of recording. Exhibit 2 is a copy of the email. I did not agree not to record him. Mr. Castagliuolo had no expectation of privacy. Mr. Castagliuolo failed to mention that in his July 25th email to me and Mr. Borseth.

Only calls on my home office extension are recorded. Other phone extensions in my home are not recorded. This practice began in 2005 while caring for my Mother with Alzheimer's disease. My short-term memory is poor and I needed a way to preserve medically-related calls for later

reference. This could also be considered a disability accommodation under 934.02(4)(b). For example, Illinois is, by statute, a two-party state. However, case law from both the IL Supreme Court and various Illinois appellate courts have declared Illinois a one-party state in the case of private citizens. The consensus is that one-party consensual recording is merely "enhanced note-taking" and since some folks have total recall without recording, how can the other party have any expectation of privacy to a conversation held with another person.

Since 2006 the business use of my home office extension was civil litigation in Gillespie v. Barker, Rodems & Cook, P.A., et al., 05-CA-7205, Hillsborough County, and Gillespie v. HSBC Bank, et al., case no. 5:05-cv-362-Oc, U.S. District Court, M.D. Fla., Ocala Div. Since 2010 the business use of my home office extension additionally included my Justice Network website, and the following federal lawsuits:

Gillespie v. Thirteenth Judicial Circuit, Florida, et al.

Case No. 5:10-cv-503-oc WTH-TBS, U.S. District Court, M.D. Fla., Ocala Division  
Appeal No. 12-11213-C, U.S. Court of Appeals 11th Circuit

Gillespie v. Thirteenth Judicial Circuit, Florida, et al.

Case No. 5:11-cv-539-oc WTH-TBS, U.S. District Court, M.D. Fla., Ocala Division  
Appeal No. 12-11028-B, Court of Appeals 11th Circuit

In February 2010 Kirby Rainsberger, Police Legal Advisor to the Tampa Police Department, investigated my recording of attorney Ryan Christopher Rodems and found no wrongdoing on my part or court reporter Mr. Borseth. Mr. Rodems made a false affidavit about our phone call and submitted the affidavit to the court for tactical advantage. Mr. Rainsberger found Rodems was not right or accurate in representing to the court as an "exact quote" language that clearly was not an exact quote. Mr. Borseth transcribed the Rodems call, with the same kind of script found on Castagliuolo's transcript. Mr. Rainsberger found nothing wrong with the transcript made by Mr. Borseth. Exhibit 3 is Mr. Rainsberger's letter of Feb-22-2010, together with my response. A complete file with transcript is uploaded on Scribd <http://www.scribd.com/doc/58081371/>

I believe Mr. Castagliuolo is misinformed about Chapter 934, Florida Statutes as interpreted by Royal Health Care Servs., Inc., 924 F.2d 215 (11th Cir. 1991). In my personal opinion Florida law prohibits the "interception" of certain communications, not all recording. The U.S. Eleventh Circuit Court of Appeals has held that because only interceptions made through an "electronic, mechanical or other device" are illegal under Florida law, telephones used in the ordinary course of business to record conversations do not violate the law. In other words, the telephone set "intercepts" the call, not the recording device, and the phone call is lawfully recorded after lawful interception. This is in contrast to a court-ordered wiretap where a call is "intercepted" before it reaches the telephone set. A land-line home office telephone, really any land-line home phone, is the type that intercepts a call before it is recorded. That is my personal opinion, not a legal opinion or legal advice. Upon request I will submit a layman's memorandum of law.

Quite frankly I do not want to make or receive phone calls. I prefer written communication. I cannot hear well on the phone, and as noted above, my short-term memory is too poor to make

contemporaneous notes. Email provides written evidence of communication. Making transcripts of phone calls is too expensive and burdensome to do on a regular basis.

Exhibit 4 is a PDF of the transcript of the call June 14, 2011, at 12:38 p.m. I believe the transcript is accurate. The transcript shows "Automated Answering Machine" on page three. I believe the manufacturer calls this a "Telephone Recording Announcer". The announcer automatically plays whenever the handset is lifted, and announces: "This call is being recorded for quality assurance purposes." That sound starts the recording process automatically. The recording of my call with Castagliuolo shows that sequence of events.

Because this was an outgoing call, the announcer played its message before Mr. Castagliuolo answered. This appears to be a design glitch. In any event, I notified Mr. Castagliuolo by email on June 9, 2011 at 10.41 a.m. that he should email me if he did not want to be recorded. I did not agree not to record calls with him. Castagliuolo had no expectation of privacy. The transcript shows I was returning his call. Castagliuolo asked me to call him. He could have sent me an email. Mr. Castagliuolo choose not to use email, that was his decision.

Mr. Castagliuolo also claims "Secondly, you persuaded (sic) or coerced Mr. Borseth to include verbiage at the beginning of the transcript which was *never* spoken by neither you nor me." While I am not sure what "verbiage" Castagliuolo refers to, I explained how the *Telephone Recording Announcer* works. The other script identifies the parties, date, and time of the call, and explains my recording practice and reliance on Royal Health Care Servs., Inc.

There was no attempt to persuade or coerce Mr. Borseth as claimed by Castagliuolo. In our five or six year business relationship I cannot ever recall speaking with Mr. Borseth, either on the phone or in person, but I could be mistaken. We communicate by email or letter. Our contact is brief and to the point. Over the years I have found Mr. Borseth very honest and capable. He is far more knowledgeable about transcripts than me. I have confidence in him and trust his judgment.

Some time ago I provided Mr. Borseth with the script that explains my recording practice and my reliance on Royal Health Care Servs., Inc. and asked him to include it in the transcript. I have no problem moving the script to the "appearances" page or to a separate page. I agree to make that accommodation for Mr. Castagliuolo if he wants, providing Mr. Borseth agrees to do so.

*Mr. Castagliuolo's representation of Gillespie*

On June 21, 2011 Mr. Castagliuolo disobeyed my instructions not to accept a walk-away settlement agreement in my litigation with Mr. Rodems. Castagliuolo said "judges have mud on their shoes", perhaps a reference to judicial misconduct in may case, but he ran out as soon as the agreement was signed, and has refused to talk about it. The record shows Castagliuolo made the decision to settle when I became confused during a coercive confinement deposition to force the settlement. After I had a meal and regained my senses I promptly disaffirmed the agreement in writing. From my *Petition for Writ of Mandamus*, page 4, SC11-1622, Supreme Court of Florida:

My counsel Eugene Castagliuolo (A.7), whom I hired from Craigslist a couple weeks earlier, made the decision to settle because "judges have mud on

their shoes". I signed the agreement while confused and in a diminished state. Castagliuolo disobeyed my prior written and verbal instructions not to accept a walk-away settlement agreement. Once I was released from custody and had a meal, I realized the settlement was a mistake and promptly disaffirmed the agreement by written notice to Mr. Rodems, Mr. Castagliuolo and Major James Livingston of the Hillsborough County Sheriff's Office. (A.2.1.2-3).

The settlement agreement is so broad that it may cover everyone and everything that happened prior to June 21, 2011. That would include the call on June 14, 2011. (Exhibit 5).

*Mr. Castagliuolo's "Health Issues"*

Mr. Castagliuolo has a problem with rage. Castagliuolo claims he is a former prosecutor, and uses that to threaten and intimidate people. On June 9, 2011 Castagliuolo became enraged because he felt I sent him too many documents. At that point I fired him because it was apparent that Castagliuolo was not suitable for the assignment. Castagliuolo later apologized for his outburst but refused to refund any of the money I prepaid him. I took him back, but that has proved to be a big mistake. Later I found he had a conflict of interest with the public defender.

Mr. Castagliuolo notified me by email June 15, 2011 at 10:03 p.m. that he planned to argue his own "health issues" to Judge Arnold at the hearing the next day: (Exhibit 6)

"The game plan is this: "Judge, I've prevailed upon Mr. Gillespie to appear for a deposition. Due to his health issues and my health issues, I am requesting 60 days to get this done. Will you please vacate/quash the writ, with a specific instruction to law enforcement to rescind the warrant ?"

That strategy failed, and literally shows Mr. Castagliuolo's "health issues" were an issue in the representation. He appears to lack the stamina for litigation, perhaps due to disability.

Mr. Castagliuolo was distracted June 21, 2011 at the deposition over the health of a child, possibly a family member, and Castagliuolo was mumbling to himself about the matter. At other times during the deposition Castagliuolo was angry at me. Castagliuolo never prepared me for the deposition as agreed, and that was a big problem. The record shows there were at least two ex parte hearings during the deposition, where I was not present before the judge. The ex parte hearings were not transcribed either, even though a court reporter was present. Mr. Castagliuolo was visibly shaken when returned, and looked as though he may have been threatened. All he said to me was "judges have mud on their shoes". In defense of Mr. Castagliuolo, part of the problem is years of unethical behavior by opposing counsel, Ryan Christopher Rodems.

*Mr. Castagliuolo has Repeatedly Falsely Accusing Me of Criminal Acts*

For the past year Mr. Castagliuolo has repeatedly falsely accusing me of criminal acts. His behavior shows that Castagliuolo likely has mental problems, apart from his own admission during our phone call. The abusive language in his emails, and the crazy large font type, is not how normal adults should communicate.

The following is a list of threats or other inappropriate behavior by Mr. Castagliuolo:

1. Email June 09, 2011, 12:51 p.m., after I fired Mr. Castagliuolo, he refused to refund fees, and told me do not contact him, or he "shall immediately report your contact to law enforcement and I shall prosecute you to the full extent of the criminal law. I'm a former prosecutor, so If you think I'm bluffing, please try me", followed by large crazy font type. (Exhibit 7)

2. Email June 15, 2011, 7.43 p.m. Mr. Castagliuolo announced he was quitting after the hearing the next day, prior to the deposition, and in breach of our contract. (Exhibit 8)

3. Email June 30, 2011, in response to a pleading I provided, Mr. Castagliuolo said his response to the court would be forthcoming next week, but he never responded. He also demanded that I contact him only by mail: "Any other form will be reported to Marion County Sheriff as criminal harassment, & trust me, I will prosecute." (Exhibit 9)

4. Civil Theft Notice, July 1, 2011, Mr. Castagliuolo threatened criminal prosecution under section 812.012(6)(b), Fla. Stat., and section 772.11 Fla. Stat. (2011) for allegedly obtaining professional services by false pretenses. Mr. Castagliuolo demanded \$1,000. (Exhibit 10). Attorney Danialle Riggins of Ocala advised me that Castagliuolo's threat of criminal prosecution was not legitimate and that I did not violate any criminal statutes. I responded to Castagliuolo August 4, 2011 by certified letter that counsel advised I did not violate any criminal statutes, and set forth his wrongdoing. (Exhibit 11).

5. Email July 15, 2011, Mr. Castagliuolo threatened me over a conflict check with the public defender previously appointed to represent me. Mr. Castagliuolo failed to disclose a conflict with his daughter, attorney Maria E. Castagliuolo who works for the public defender. Maria Castagliuolo was promoted shortly after her father secured a settlement agreement benefiting the Thirteenth Judicial Circuit in my lawsuit. My email to Defender Julie Holt is enclosed. Castagliuolo wrote: "Mr. Gillespie, I have just learned that you have contacted the employer of a member of my family. As soon as I finish typing this message, I am leaving my office to personally report your crime to the nearest substation of the Pinellas County Sheriff's Office", followed by big crazy font type. (Exhibit 12).

6. August 5, 2011, Mr. Castagliuolo demanded \$3,000 because "my Civil Theft claim against you has been perfected". Again, attorney Danialle Riggins advised me that Castagliuolo's threat of criminal prosecution was not legitimate and that I did not violate any criminal statutes. (Exhibit 13).

7. Email August 12, 2011, Mr. Castagliuolo accused me of "cowering in your house behind masked windows, hiding from the mailman, and refusing to accept my certified mail." This shows paranoia by Mr. Castagliuolo. I simply was not home when the certified letter arrived. I picked it up later at the post office. Castagliuolo concluded with his typical flourish of threats. (Exhibit 14). This does not sound like a mentally healthy person:

Oh, and by the way, I have instructed the support staff in my building to refuse your certified mail. Similarly, you are hereby advised that you are not to ever again send me ANYTHING via facsimile transmission. Should you persist in doing so, I will report your willful ignorance of my demand to the Pinellas County Sheriff's Office.

Mr. Castagliuolo was a disaster as an attorney. In my view he should not be representing people, especially in court. If he follows through on his lawsuit, I may counterclaim for legal malpractice, breach of contract, and other such, as set forth in my letter to him August 4, 2011 in response to his improper Civil Theft Notice. (Exhibit 11).

In Defense of Mr. Castagliuolo - The Unlawful Representation of Ryan Christopher Rodems

In defense of Mr. Castagliuolo, opposing counsel Ryan Christopher Rodems was the underlying problem. Mr. Castagliuolo even called Rodems an "asshole" in one email. (Exhibit 15)

Based on what I know right now about your case, your debt to this asshole Rodems would be discharged in your Chapter 7 bankruptcy, and he would get NOTHING from you. (Page 5, Petition, SC11-1622)

Mr. Rodems refused to cooperate with or provide Mr. Castagliuolo a copy of the writ of bodily attachment for my arrest. In his email to me June 10, 2011, Mr. Castagliuolo stated in part "Last but not least, Rodems' useless assistant put me into his voicemail, where I left a professional but unhappy message." At a time when law enforcement was actively trying to arrest me, Rodems would not cooperate with Castagliuolo. ***This put law enforcement at risk for no good reason!***

Attorney Robert W. Bauer who represented me had similar problems with Rodems. On August 14, 2008, Mr. Bauer made this statement during an emergency hearing on garnishment before Judge Marva Crenshaw (page 16, beginning at 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 my disability to the point where I can no longer represent my at hearings. I become 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. <http://www.scribd.com/doc/57773675/>

I am disabled as defined by the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 et seq., the ADA Amendments Act of 2008 (ADAAA), the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et. seq., and § 825.101(4), Florida Statutes.

I filed May 27, 2011 *Verified Notice of Filing Disability Information of Neil J. Gillespie* in Hillsborough Co. that shows I have Depression, Post Traumatic Stress Disorder (PTSD), Diabetes Type II Adult Onset, Traumatic Brain Injury, and Velopharyngeal Incompetence. I also have impaired hearing, especially under stress. <http://www.scribd.com/doc/58070860/>

Mr. Bauer prohibited me from appearing as a witness in my own case. Mr. Bauer sent me this email July 8, 2008 at 6.05 p.m. stating in part:

“No - I do not wish for you to attend hearings. I am concerned that you will not be able to properly deal with any of Mr. Rodems comments and you will enflame the situation. I am sure that he makes them for no better purpose than to anger you. I believe it is best to keep you away from him and not allow him to prod you. 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. <http://www.scribd.com/doc/58060341/>

Florida attorney Seldon J. Childers estimated on September 17, 2009 the non-pecuniary cost of this litigation to me at \$100,000 for physical and emotional ill effects resulting from the 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 nonpecuniary 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.

The Complaint (Doc. 1), U.S. District Court, M.D. Fla., 5:10-cv-503, ¶135.

Beginning in 2010 Dr. Karin Huffer was my ADA accommodation advocate and designer. 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 16). 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).

Gillespie v. Barker, Rodems & Cook, P.A., 05-CA-7205, Hillsborough Co.

This litigation was to recover \$7,143 stolen by Barker, Rodems & Cook, P.A. and William J. Cook from me in the settlement of the Amscot lawsuit. Mr. Rodems is unlawfully representing himself against me, a former client in a substantially related matter, see McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. *Plaintiff's First Amended Complaint* is uploaded on Scribd <http://www.scribd.com/doc/55956605/>

The Affidavit of Neil J. Gillespie, *Conflict of Judge Claudia R. Isom*, and ADA denial, July 30, 2012, shows the conflict of Mr. Rodems, former partner Jonathan Alpert, Judge Isom, and husband Woody Isom, and is uploaded on Scribd <http://www.scribd.com/doc/95369974/>

On February 4, 2006 I moved to disqualify Mr. Rodems and BRC as counsel. Disqualification was required by the holding of McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. McPartland has been a mandatory authority on disqualification in Tampa since entered June 30, 1995 by Judge Kovachevich, U.S. District Court, M.D. of Fla., Tampa Division:

[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 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.

McPartland cites State Farm Mut. Auto. Co. v. K.A.W., 75 So.2d 630, 633 (Fla.1991), a Florida Supreme Court case. In 2006 I did not know about the McPartland case. I found McPartland and other similar cases in 2010.

On April 25, 2006 my motion to disqualify Mr. Rodems was heard. Judge Richard Nielsen failed to disqualify Mr. Rodems as required by McPartland v. ISI Inv. Services, Inc., 890 F.Supp. 1029, M.D.Fla., 1995. At the time I was not aware of McPartland. Upon information and belief, Mr. Rodems violated FL Bar Rule 4-3.3(c) when he failed to disclose McPartland to Judge Nielsen:

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

Paragraph 61, *Emergency Motion To Disqualify Defendants' Counsel Ryan Christopher Rodems & Barker, Rodems & Cook, P.A.* July 9, 2010, also Exhibit 10 to the Complaint in U.S. District Court, M.D. Fla., case no. 5:10-cv-503-oc, and is uploaded on Scribd <http://www.scribd.com/doc/55960451/>

On January 13, 2006 Judge Richard A. Nielsen found by Order that I established a cause of action for fraud and breach of contract against Barker, Rodems & Cook, PA and William J.

Cook. Partners engaged in the practice of law are each responsible for the fraud or negligence of another partner when the later acts within the scope of the ordinary business of an attorney. Smyrna Developers, Inc. v. Bornstein, 177 So.2d 16 (Fla. Dist. Ct. App. 2d Dist. 1965). There was an actual conflict in Mr. Rodems and Barker, Rodems & Cook, PA representing themselves.

Because he had a conflict in this case, Mr. Rodems took every opportunity to disrupt the proceedings, present false testimony, and not cooperate with counsel. Over the course of this lawsuit that began in 2005, Mr. Rodems improperly obtained money sanctions against me, and by 2011 had obtained a writ of bodily attachment, used to conduct a coercive confinement deposition to force a settlement. See <http://www.scribd.com/doc/95369974/>

On May 27, 2011 the public defender was appointed to represent me but Judge Arnold relieved the public defender immediately prior to the contempt hearing and I had no representation.

On June 1, 2011 Judge James Arnold issued an arrest warrant for me for civil contempt on a writ of bodily attachment obtained by Mr. Rodems through a series of ex parte hearings where Rodems provided false testimony. Judge Arnold is the fifth judge assigned to the case. There are a total of 18 related cases. (Exhibit 17). The wrongdoing in this case is well documented in thousands of pages of documents.

I am preparing a petition for writ of certiorari to the Supreme Court of the United States. The question of Mr. Rodems' conflict, and Mr. Castagliuolo' conflict and disability, will be presented with other questions, such as the failure of The Florida Bar to protect the public.

#### FL Bar Rule 4-8.3, Reporting Professional Misconduct

It is clear that Mr. Rodems is guilty of misconduct, but none of the lawyers or judges with knowledge of this case have reported Rodems' misconduct as required by Bar Rule 4-8.3.

#### FL 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.

This includes Ms. Chapman, who represents Mr. Bauer. While Ms. Chapman has been the model of civility, and I appreciate her graciousness, Ms. Chapman has not responded to my email query of November 17, 2011 about the ethics of Mr. Rodems securing a settlement for Mr. Bauer:

On another matter, I don't see how Mr. Rodems can lawfully or ethically represent your client, and my former counsel, Robert W. Bauer, and the Law Office of Robert W. Bauer, in this matter, through the so-called Settlement Agreement and General Mutual Release of June 21, 2011. What is your view? (Exhibit 18)(settlement agreement added)

Attorney General Pam Bondi  
August 1, 2012

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By way of this letter I am making a referral to Florida Lawyers Assistance for Mr. Castagliuolo. Hopefully he will seek assistance. Mr. Castagliuolo needs help. Mr. Borseth, myself, and the public deserve protection from lawyers like Mr. Castagliuolo, and Rodems too.

Please advise about my long-time, well-known practice of recording phone calls. If you want a memorandum of law, prepared by me, a non-lawyer who did not attend law school, I will provide one. I researched this subject considerably years ago and still have the cases and other information, although it is now dated. My intent is to comply with the law. Thank you.

Sincerely,



Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481  
Telephone (352) 854-7807, all calls are recorded for quality assurance purposes.

Email: [neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)  
Website: <http://yousue.org/>  
Scribd: <http://www.scribd.com/ngillespie>

Enclosures

cc: PDF only by email:  
Michael J. Cohen, Executive Director, Florida Lawyers Assistance, Inc.  
Paul F. Hill, General Counsel, The Florida Bar  
Kenneth Lawrence Marvin, Director of Lawyer Regulation  
Michael M. Sevi, Office of General Counsel, Gov. Rick Scott  
Dr. Karin Huffer, prepared ADA report for Neil Gillespie  
Catherine Barbara Chapman, counsel for Robert W. Bauer  
Michael Borseth  
Eugene P. Castagliuolo

Ps. If I hear from Mr. Castagliuolo again, I will forward his communication to each of you.

## Appendix

Letter to Attorney General Pam Bondi, August 1, 2012  
RE: Eugene P. Castagliuolo

- Exhibit 1      Email of Eugene P. Castagliuolo, threat of litigation, July 25, 2012
- Exhibit 2      Email of Gillespie to Castagliuolo, use email as alternative to phone, June 9, 2011
- Exhibit 3      Letter of Kirby Rainsberger, Police Legal Advisor, TPD, February 22, 2010
- Exhibit 4      Transcript of phone call June 14, 2011, Castagliuolo and Gillespie
- Exhibit 5      Settlement Agreement and General Mutual Release, June 21, 2011
- Exhibit 6      Email of Castagliuolo to Gillespie, "health issues", June 15, 2011
- Exhibit 7      Email of Castagliuolo to Gillespie, no refund, June 9, 2011
- Exhibit 8      Email of Castagliuolo to Gillespie, after tomorrow, role over, June 15, 2011
- Exhibit 9      Email of Castagliuolo to Gillespie, trust me, I will prosecute, June 30, 2011
- Exhibit 10     Civil Theft Notice, Castagliuolo to Gillespie, July 1, 2011
- Exhibit 11     Gillespie response to Castagliuolo, RE: Civil Theft Notice, August 4, 2011
- Exhibit 12     Email of Castagliuolo to Gillespie, threat over conflict check, July 15, 2011
- Exhibit 13     Civil Theft Notice, One Time Offer, Castagliuolo to Gillespie August 5, 2011
- Exhibit 14     Email of Castagliuolo to Gillespie, cowering in your house, August 12, 2011
- Exhibit 15     Email of Castagliuolo to Gillespie, "asshole" Rodems, June 15, 2011
- Exhibit 16     Letter of Dr. Karin Huffer, October 28, 2010, RE: Neil Gillespie
- Exhibit 17     18 Cases Related to Gillespie v. Barker, Rodems & Cook, PA, 05-CA-007205
- Exhibit 18     Email of Gillespie to Ms. Chapman, RE: Rodems' settlement for Bauer, Nov-17-11



**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Gillespie" <neilgillespie@mfi.net>  
**Cc:** "MICHAEL BORSETH" <mjborseth@verizon.net>  
**Sent:** Wednesday, July 25, 2012 3:05 PM  
**Subject:** Florida's Wiretapping Laws

I have learned from Court Reporter Michael Borseth and other sources that you wrongfully recorded and published dialogue from a telephone conversation we had on June 14, 2011, even though you had explicit instructions from me that my words were not to be recorded. The "business use exemption" that you claim is nonsense. The only "business" you have is in your own mind. Secondly, you persuaded or coerced Mr. Borseth to include verbiage at the beginning of the transcript which was never spoken by neither you nor me.

I am hereby demanding a copy of the audio from the aforementioned telephone conversation.

I am also demanding that you remove the transcript of our telephone conversation from your ridiculous website. Lastly, I am demanding that you notify the Courts where you have filed this illegally recorded telephone conversation, or I most certainly will.

Be advised that Florida Statute Chapter 934 allows for monetary damages, punitive damages, and attorneys' fees. And I'm sure that I'm not the only person you've wrongfully recorded.

You have ten (10) days from today to deliver the aforementioned audio to my office in Largo. Don't even think of telling me you that you no longer possess the audio, because we both know that you do, as you have nothing better to do day in and day out but to pursue your ludicrous, ridiculous "lawsuits."

In the event you fail to meet my demand(s) as expressed above, I plan to sue you for violating Florida's Security of Communications Act. Mr. Borseth may or may not be a co-defendant for wrongfully "transcribing" words that were not uttered by me or by you and including same in the transcript so that the unsuspecting reader would think those words were part of the proceeding, when they most certainly were not.

You've been warned. My lawsuit is drafted and ready to go. Your move.

Eugene P. Castagliuolo

Eugene P. Castagliuolo, Esquire  
CASTAGLIUOLO LAW GROUP, P. A.  
801 West Bay Drive  
Suite 301  
Largo, Florida 33770

(727) 712-3333

CONFIDENTIALITY: This e-mail message (and any associated files) from Castagliuolo Law Group, P. A. is for the sole use of the intended recipient or recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or other dissemination of this e-mail message and/or the information contained therein is strictly prohibited. If you are not the intended recipient of this e-mail message, please contact the sender by reply email or by telephone at (727) 712-3333 and destroy all copies of the original message.



7/26/2012



**Neil Gillespie**

---

**From:** "Neil Gillespie" <neilgillespie@mfi.net>  
**To:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**Sent:** Thursday, June 09, 2011 10:41 AM  
**Subject:** communication  
Eugene,

In response to your brief phone call this morning wherein you declined my usual practice of recording, in the alternative please communicate by email. You said you would call me on my cell phone, but I can't hear well on a cell phone and limit its use to emergencies. Thank you.

Sincerely,

Neil Gillespie



7/31/2012







# CITY OF TAMPA

Pam Iorio, Mayor

POLICE DEPARTMENT

Jane Castor  
Chief of Police

February 22, 2010

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

Re: Perjury Complaint

Dear Mr. Gillespie:

I have received the material you sent me relating to your perjury complaint against Ryan C. Rodems. After reviewing the material, it appears that the perjury involves the conflict between two statements; one of which is your own oral statement you recorded electronically, the other is the sworn written motion of Rodems in which he purports to quote your oral statement for the benefit of the court. Your original statement made during a telephone call to Rodems was:

"So listen you little, whatever, you raise anything you want, I will see you on the 25<sup>th</sup> and I will slam you against the wall like I did before."

The significance of the 25<sup>th</sup> in this statement is that you and Rodems were scheduled to attend a hearing in Judge Nielsen's chambers on that date. In purporting to quote your above statement in his motion to the court, Rodems wrote:

"At this point in the conversation, Plaintiff stated -- and this is an exact quote -- 'I am going to slam you up against the wall in Judge Nielsen's chambers.'"

Clearly, the two statements are not identical. I think you will agree that the "slam you against the wall" portions of the respective statements are virtually the same. The difference in the statements lies in the fact that in the original you actually stated "I will see you on the 25<sup>th</sup>" and in Rodems' rendition he wrote "in Judge Nielsen's chambers." Because you both knew that your meeting on the 25<sup>th</sup> would be in Judge Nielsen's chambers, the difference in language is

Mr. Neil J. Gillespie  
February 22, 2010  
Page two

indisputable but not material, that is, it did not substantially change the meaning of the original statement. See the definition of "material matter" in Florida Statute Section 837.011(3)(2009). Additionally, Rodems informed the court in general terms of the portion of your conversation concerning whether you were speaking metaphorically or literally when you indicated you would slam him against the wall at the hearing. This fact further undercuts any finding that Rodems was intentionally misleading the court.

I'm not suggesting that Mr. Rodems was right or accurate in representing to the court as an "exact quote" language that clearly was not an exact quote. I'm only concluding that his misrepresentation does not, in my judgment, rise to the level of criminal perjury. No further action is contemplated by this agency at this time.

Sincerely,



KIRBY C. RAINSBERGER  
Assistant City Attorney

KCR/jak

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

March 11, 2010

VIA EXPRESS MAIL

Mr. Kirby Rainsberger, Police Legal Advisor  
Tampa Police Department  
One Police Center  
411 N. Franklin Street  
Tampa, Florida 33602

RE: perjury complaint

Dear Mr. Rainsberger:

Thank you for your letter dated February 22, 2010. You succinctly framed the issues in this difficult matter and I appreciate your effort. You established that Mr. Rodems was not right or accurate in representing to the court as an "exact quote" language that clearly was not an exact quote. You also concluded that his misrepresentation does not, in your judgment, rise to the level of criminal perjury. However current Florida case law supports a finding of criminal perjury against Mr. Rodems.

As you suggested, I considered the definition of "material matter" in Florida Statutes section 837.011(3)(2009). According to the statute "Material matter" means any subject, regardless of its admissibility under the rules of evidence, which could affect the course or outcome of the proceeding. Whether a matter is material in a given factual situation is a question of law.

Placing the name of Judge Nielsen into an "exact quote" attributed to me "could affect the course or outcome of the proceeding" because of the personal nature of one's name, especially the name of the presiding judge. In this case it has affected the proceedings.

You wrote that we "both knew that your meeting on the 25<sup>th</sup> would be in Judge Nielsen's chambers." This is not true. I am not a lawyer and assumed the hearing would be held in open court. There was only one prior hearing in this case and I attended it telephonically from Ocala. Therefore I did not know the hearing would be "in Judge Nielsen's chambers." As to my "exact quote" - I said "like I did before" - which refers to the September 25<sup>th</sup> telephonic hearing where I prevailed. So there is no significance to the 25<sup>th</sup> in my statement because that portion of the quote is not in question or material.

The following Florida case law supports a finding of perjury against Mr. Rodems because it meets the definition of "material matter" in section 837.011(3) Florida Statutes (2009).

1. Materiality is not element of crime of perjury, but rather is a threshold issue that the court must determine prior to trial, as with any other preliminary matter. State v. Ellis, 723 So.2d 187 (1998), rehearing denied.

2. Misrepresentations which tend to bolster credibility of a witness, whether successful or not, are regarded as "material" for purposes of supporting a perjury conviction. *Kline v. State*, App. 1 Dist, 444 So.2d 1102 (1984), petition for review denied 451 So.2d 849

3. Misrepresentations which tend to bolster the credibility of witness, whether they are successful or not, have that potential and are regarded as "material" for purposes of perjury conviction. *Soller v. State*, App. 5 Dist., 666 So.2d 992 (1996).

4. Representation is "material" under perjury statute if it has mere potential to affect resolution of main or secondary issue before court. *Soller v. State*, App. 5 Dist., 666 So.2d 992 (1996).

I learned on February 24, 2010 that Mr. Rodems repeated his perjury in a letter dated December 28, 2009 to Pedro F. Bajo, Chair of the 13<sup>th</sup> Circuit JNC, and attached a copy of his verified pleading to the letter as "Exhibit 4". (copy enclosed). Mr. Rodems did this to bolster his credibility like in the lawsuit. This is what Mr. Rodems wrote on page 2:

"[Mr. Gillespie] Threatened to "slam" me "against the wall;" as a result, I requested that a bailiff be present at all hearings. (Exhibit "4"). As a precaution, I also scheduled Mr. Gillespie's deposition in a building requiring visitors to pass through a metal detector;"

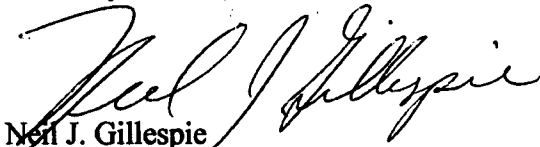
Clearly Mr. Rodems is referring to an actual assault, not a metaphor. Mr. Rodems has perjured himself to Mr. Bajo, the JNC, and ultimately the Governor.

Mr. Rodems' letter is part of the JNC file that was sent to Mr. Robert R. Wheeler, General Counsel to the Executive Office of the Governor. Since the letter may be considered by the Governor in evaluating Mr. Rodems for appointment as judge, I believe this matter now concerns the business and citizens of the State of Florida.

I can appreciate the backlash that could occur if you were to forward a charge of perjury against Mr. Rodems to the state attorney for prosecution. The Tampa legal community very close nit. And I am painfully aware of the repercussions of challenging wrongdoing by this law firm. Perhaps this matter should be referred to an outside authority.

Thank you again for your attention to this very difficult matter.

Sincerely,



Neil J. Gillespie

cc: Mr. Robert R. Wheeler, General Counsel, Executive Office of the Governor  
Mr. Pedro F. Bajo, Jr., Chair, Thirteenth Judicial Circuit JNC  
The Honorable James M. Barton, II, Circuit Court Judge, Thirteenth Judicial Circuit



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

NEIL J. GILLESPIE,  
Plaintiff,

Case No. 05-007205

-vs-

Division: "J"

BARKER, RODEMS & COOK, P.A.  
A Florida Corporation,  
WILLIAM J. COOK,  
Defendants.

-----/

TRANSCRIPT OF TELEPHONE CONVERSATION

RECEIVED AT: As Indicated Below

DATE & TIME: 14 June 2011

TRANSCRIBED BY: Michael J. Borseth  
Court Reporter

(ORIGINAL )  
(COPY )

**Michael J. Borseth**  
Court Reporter/Legal Transcription  
(813) 598-2703

**EXHIBIT**

**4**

## 1 APPEARANCES:

2 For the Plaintiff:

3 **NEIL J. GILLESPIE**

4 8092 SW 115th Loop

5 Ocala, Florida 34481

6 (352) 854-7807

7 **EUGENE P. CASTAGLIUOLO, ESQUIRE**

8 Castagliuolo Law Group, P.A.

9 2451 McMullen Booth Road

10 Clearwater, Florida 33759

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\* \* \* \* \*

This transcript was made from a voice recording of the home office business extension telephone on June 14, 2011, at 12:38 p.m. of Neil J. Gillespie with attorney Eugene P. Castagliuolo, Castagliuolo Law Group, P.A., 2451 McMullen Booth Road, Clearwater, Florida, 33759.

All calls on the home office business telephone extension of Neil J. Gillespie (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)

\* \* \* \* \*

AUTOMATED ANSWERING MACHINE: This call is being recorded for quality assurance purposes.

MR. CASTAGLIUOLO: Gene Castagliuolo.

MR. GILLESPIE: Neil Gillespie returning your call.

MR. CASTAGLIUOLO: Hey, Neil. Listen, I called that number and Dunlap is a Sheriff's officer looking to lock you up. Here is the way this can go, one of two ways. The way that I

1 prefer you're not going to like, but I think it's  
2 the most efficient way and he and I talked about  
3 this a little bit. But the first way is the way I  
4 suggested, to try to get before the Judge and have  
5 him vacate this and give you a little bit more  
6 time. They're going to keep -- I asked these guys  
7 to back off for a few days. He said no, he's going  
8 to keep trying to get you. He said he's got to do  
9 his job, he's got a court order. And he's right.

10 The other thing is that you could drive  
11 yourself to Hillsborough and turn yourself in.  
12 They got to give you a hearing within 72 hours and  
13 I would appear at that hearing with you and try to  
14 convince the Judge that you're going to -- from  
15 hence forth you're going to honor all Court orders;  
16 if you have to be there for an Order to Show Cause  
17 you're going to show up for the Order to Show  
18 Cause. And you will probably be RORed anyway.  
19 They will probably let you out with little or no  
20 bail.

21 Because to do it the way where we get a  
22 hearing before the Judge, these guys are just going  
23 to keep knocking on your door, they're going to  
24 keep hassling you. You're going to keep living in  
25 terror. And one thing he even pointed out, he said

1 if he does lock you up you're going to have to sit  
2 in jail in Marion County until somebody from  
3 Hillsborough can come and get you. So by going to  
4 Hillsborough and turning yourself in voluntarily,  
5 yeah, you're going to sit in jail for a couple  
6 days, but you're going to dispose of the matter.

7 So, I don't have any problem doing it either  
8 way, I really don't. All I'm trying to say to you  
9 is that if I have to call the Judge's JA -- and I  
10 wanted to talk to you before I do that and to get  
11 on for uniform motion calendar or another type of  
12 hearing. First of all, she's going to be very  
13 hostile to me. She's liable to tell me that the  
14 Judge isn't going to entertain a reconsideration.  
15 But presuming I can get through that, it's still  
16 going to be week or two weeks until I can get this  
17 done, that's just the way the system is.  
18 Hopefully, it won't take that long.

19 MR. GILLESPIE: Have you seen the writ yet?

20 MR. CASTAGLIUOLO: He read it to me over the  
21 phone. But I -- no, I haven't seen it. And  
22 whoever that guy was that you hired to go down  
23 there and get it, the first thing he should have  
24 done before he went down there is to call down  
25 there and make sure the file is available. Because

1 if the file is still being handled in some fashion  
2 in some back office the Pope isn't going to be able  
3 to go down there and look at that file. So before  
4 I go down and look at it I want to make sure that  
5 it's there to look at.

6 MR. GILLESPIE: Well, from what you remember  
7 of the reading of it what did it say?

8 MR. CASTAGLIUOLO: That you were -- he  
9 wouldn't fax it to me because he was out in the  
10 field, but that you failed -- there was an Order to  
11 Show Cause and you were supposed to appear on  
12 June 1st on the Order to Show Cause as to why you  
13 should not be held in contempt for not responding  
14 to the subpoena duces tecum.

15 And see, I don't want you to get pissed off at  
16 me but you're making a mountain out of a molehill  
17 over this. Because you wouldn't give them  
18 documents they want your body.

19 MR. GILLESPIE: Well --

20 MR. CASTAGLIUOLO: I always rather give them  
21 documents than give them my body.

22 MR. GILLESPIE: I gave them all the documents.

23 MR. CASTAGLIUOLO: Well, if you gave them all  
24 the documents then you should have appeared in  
25 Court on a motion -- Order to Show Cause and

1 explain that.

2 MR. GILLESPIE: I'm not appearing in any court  
3 without an attorney in Hillsborough County.

4 MR. CASTAGLIUOLO: All right.

5 MR. GILLESPIE: Every time I do they just  
6 don't listen to anything I have to say and they do  
7 whatever opposing counsel wants.

8 MR. CASTAGLIUOLO: Well, this guy Dunlap's  
9 boss served the Order to Show Cause on you. And  
10 the word is with the Sheriff's office that you  
11 are -- there's something wrong with you mentally.  
12 And she said that if Dunlap goes out there he's to  
13 always have two deputies with him at all times. So  
14 you really must have put the fear of God in these  
15 people. I'm doing the best I can with this but --

16 MR. GILLESPIE: Well, I don't know where they  
17 got that from, other than the fact that I am  
18 disabled with depression and post traumatic stress  
19 disorder. And that's a matter in the court file.  
20 So --

21 MR. CASTAGLIUOLO: Okay. Well, I don't know  
22 where they got it from either and I don't care.  
23 You know, I don't make any judgments about people  
24 based on what their mental problems are. Because  
25 if you -- if you're going to measure people by that

1 yardstick then I'm not going to pass the test  
2 either. But the thing is, we have to deal with  
3 what we, you know, the situation as it exists right  
4 now. So I want you to just like take a couple  
5 hours and think about it, because I got other  
6 things to do anyway. And then call me later on  
7 this afternoon and tell me how you want to proceed  
8 with this.

9 MR. GILLESPIE: Well, my initial -- I can give  
10 you an initial reaction right now is to leave  
11 Florida until you can get some kind of hearing  
12 arranged. I'm not going to jail, I'll tell you  
13 that right now.

14 MR. CASTAGLIUOLO: Okay. Well, then you've  
15 already -- you already know what you want to do.  
16 That's fine.

17 MR. GILLESPIE: Now, that's just my initial  
18 reaction. Okay. I'm just telling you that's my  
19 initial reaction.

20 MR. CASTAGLIUOLO: Well, most of us are pretty  
21 good with our initial reactions, you know, rarely  
22 do they change. But call me in a couple hours and  
23 let me know, and then I'm going to start moving on  
24 whatever it is that we're going to do. And you  
25 know, that's it for right now.

1           MR. GILLESPIE: I mean, I would think you  
2           should start moving on the Motion to Vacate and to  
3           get this deposition time. I mean, I have given him  
4           all the papers that he's entitled to.

5           MR. CASTAGLIUOLO: Well, if, you know, okay,  
6           here's the thing. If I'm going to have to do this  
7           motion and I'm going to have to go into  
8           Hillsborough County more than once, because I'm  
9           going to have to look at the file, I'm going to  
10          have to see that writ. I'm going to have to obtain  
11          a copy of it. Then I'm going to have to go to the  
12          motion hearing. The thousand dollars is going to  
13          be spent. If we're going to do the deposition on  
14          top of that then we're going to have to come up  
15          with another arrangement. But I'm not -- the other  
16          thing is, I'm not entering an appearance in this  
17          case. This is just way, way, way, way beyond  
18          anything that I want to deal with. It's just going  
19          too long.

20          MR. GILLESPIE: I'm not asking you for an  
21          appearance.

22          MR. CASTAGLIUOLO: I understand, I understand.  
23          But the Judge way want that. The Judge may not --  
24          I'm going to go in there as a friend of the Court  
25          and I'm going to see how far I get with him, but

1 I'm going to have to use my best schmoozing  
2 technique because they don't want to talk to  
3 anybody who is not attorney of record. Even Dunlap  
4 mentioned that. He said, oh, so you're not  
5 attorney of record. I said no, I'm not. It's a  
6 very -- it's a very important designation because  
7 then they know they've got the attorney by the  
8 balls.

9 MR. GILLESPIE: Uh-huh.

10 MR. CASTAGLIUOLO: So I will do my best with  
11 it, that's all I'm telling you is that I'm going to  
12 do my best. But as far as a deposition after that,  
13 I don't know, we'll see. Let's worry about one  
14 problem at a time. And like I've told you from  
15 almost the beginning once I saw the shape of  
16 things, the problem is not the deposition right  
17 now, right now the problem is the warrant for your  
18 arrest.

19 MR. GILLESPIE: Well, as I mentioned --

20 MR. CASTAGLIUOLO: And you know that.

21 MR. GILLESPIE: Absolutely. And as I  
22 mentioned in my e-mail yesterday, once I get  
23 another disability payment I'm going to make  
24 additional payments.

25 MR. CASTAGLIUOLO: Okay. Well, let's take one



1       step at a time, you do your thinking, but I'm going  
2       to, you know, move in the direction of talking to  
3       the Judge's JA and seeing where I can get with this  
4       as far as a hearing date.

5               MR. GILLESPIE: Thank you.

6               MR. CASTAGLIUOLO: All right, Neil, talk to  
7       you soon.

8               MR. GILLESPIE: All right.

9               MR. CASTAGLIUOLO: Goodbye.

10              (Whereupon, the above conversation was  
11              concluded.)

## C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Michael J. Borseth, Court Reporter  
for the Circuit Court of the Thirteenth Judicial  
Circuit of the State of Florida, in and for  
Hillsborough County, DO HEREBY CERTIFY, that I was  
authorized to and did transcribe a tape/CD recording of  
the proceedings and evidence in the above-styled cause,  
as stated in the caption hereto, and that the foregoing  
pages constitute an accurate transcription of the tape  
recording of said proceedings and evidence, to the best  
of my ability.

IN WITNESS WHEREOF, I have hereunto set my hand  
in the City of Tampa, County of Hillsborough, State of  
Florida, this 12 October 2011.

MICHAEL J. BORSETH, Court Reporter

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## SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This settlement agreement and general mutual release, executed on June 21, 2011, by and between Neil J. Gillespie, hereinafter "Party A" and Barker, Rodems & Cook, P.A., its agents and employees, and Chris A. Barker, and William J. Cook, and Ryan Christopher Rodems, hereinafter "Party B".

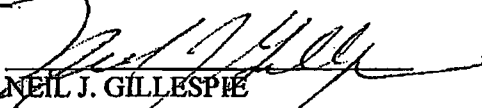
WHEREAS disputes and differences have arisen between the parties, as detailed in the pleadings and records filed in the case styled Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205, pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida and Gillespie v. Thirteenth Judicial Circuit, Florida, et al., 5:10-cv-00503-WTH-DAB, pending in the United States District Court, Middle District of Florida, Ocala Division; WHEREAS, the parties wish to fully and finally resolve all differences between them from the beginning of time through June 21, 2011; WHEREAS, the parties represent that none of the claims released herein have been assigned to a third-party;

NOW THEREFORE, in consideration of the assignment to Party "B" of all claims pending or which could have been brought, based on the allegations of Party "A", against any person or entity, without limitation, in Gillespie v. Thirteenth Judicial Circuit, Florida, et al., 5:10-cv-00503-WTH-DAB and dismissal with prejudice of their claims in the case styled Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205, and dismissal of the appeal, Case No. 2D10-5197, pending in the Second District Court of Appeal, with the parties to bear their own attorneys' fees and costs, and the agreement of Party "B" to record a Satisfaction of Judgment regarding the Final Judgment entered on March 27, 2008, in Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205:

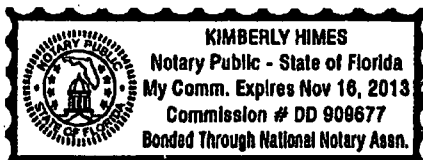
Each party (the releasing party) hereby releases, without limitation, the other party (the released party) from any and all actions, suits, claims, debts, accounts, bills, bonds, attorneys' fees or costs, judgments, or any claims, without limitation, whether in law or equity, and whether known or unknown, which the releasing party now has or ever had resulting from any actions or omissions by the released party from the beginning of time through June 21, 2011.

This mutual release shall be acknowledged before a notary public and may be signed in counterpart.

PARTY A


  
NEIL J. GILLESPIE

- Neil J. Gillespie  
Provided Florida Driver's License  
Class E # G 421.630.56.099.0
- Signed this 21<sup>st</sup> day of June, 2011  
in Hillsborough County, Florida



*Kimberly Himes*

PARTY B

  
CHRIS A. BARKER, individually  
and as an officer of and on behalf of  
Barker, Rodems & Cook, P.A.

  
RYAN CHRISTOPHER RODEMS

individually and as an officer  
of and on behalf of Barker,  
Rodems & Cook, P.A.

  
WILLIAM J. COOK

individually and as an  
officer and on behalf  
of Barker, Rodems & Cook, P.A.

**EXHIBIT**

2

**EXHIBIT**

**5**

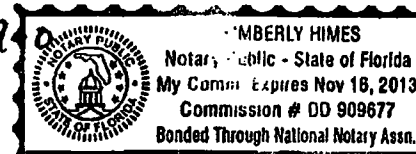
STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
NEIL J. GILLESPIE.

Kimberly Himes  
Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification ☒  
Type of Identification Produced Florida Driver's License

#: G 421-630-56-099

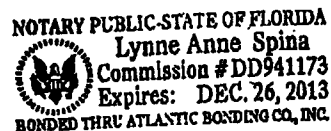


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
WILLIAM J. COOK.

Lynne Anne Spina  
Notary Public - State of Florida

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

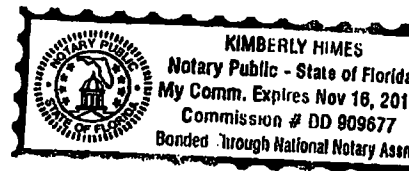


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
RYAN CHRISTOPHER RODEMS.

Kimberly Himes  
Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification ☒  
Type of Identification Produced Florida Driver's License  
#: R352-723-66-444-0

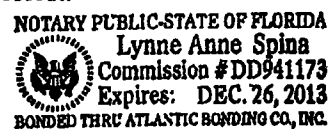


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011,  
by CHRIS A. BARKER, individually and as officer for BARKER, RODEMS & COOK, P.A.

Lynne Anne Spina  
Notary Public - State of Florida

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_





**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Wednesday, June 15, 2011 10:03 PM  
**Subject:** Re: documents

I like this letter. It's concise, and it contains multiple exhibits indicating a spirit of cooperation with Rodems' discovery requests. I'm not carting a 51 page document with me tomorrow (3 copies no less) to give to people who aren't going to read it anyway. But I will hand up a copy of this letter to Judge Arnold.

The game plan is this: *"Judge, I've prevailed upon Mr. Gillespie to appear for a deposition. Due to his health issues and my health issues, I am requesting 60 days to get this done. Will you please vacate/quash the writ, with a specific instruction to law enforcement to rescind the warrant?"*

Then, in the next 60 days, you file a Chapter 7 bankruptcy (presuming this trust of yours which everyone's talking about doesn't mean you don't qualify under the means test), and abracadabra, Rodems and this state court lawsuit are history.

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
 2451 McMullen Booth Road, Clearwater, Florida 33759  
**(727) 712-3333**

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--- On Wed, 6/15/11, Neil Gillespie <neilgillespie@mfi.net> wrote:

**From:** Neil Gillespie <neilgillespie@mfi.net>  
**Subject:** Re: documents  
**To:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**Date:** Wednesday, June 15, 2011, 9:32 PM

See the attached letter to Mr. Rodems dated June 25, 2010. This letter is also "Exhibit E" to the 51 page Notice of Fraud on the Court, that you read 50% of, below.  
 2010, 07-27-10, Notice Of Fraud On The Court by Ryan C. Rodems - Discovery, w exhibits.

Rodems has purposely confused the discovery in this matter. Rodems made two different discovery demands June 1, 2010 - a Deposition Duces Tecum, and Defendants' Motion

**EXHIBIT**

**6**





**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Thursday, June 09, 2011 12:51 PM  
**Subject:** Re: communication  
Dear Mr. Gillespie:

Under no circumstances will I be refunding any fee paid to me by you on Friday, June 3, 2011.

In that you have discharged me as your attorney, please do not contact me again by any manner whatsoever except through counsel.

Should you insist in contacting me again without the assistance of counsel, I shall immediately report your contact to law enforcement and I shall prosecute you to the full extent of the criminal law. I'm a former prosecutor, so If you think I'm bluffing, please try me.

**YOU HAVE BEEN FOREWARNED. CONDUCT YOURSELF ACCORDINGLY.**

Eugene P. Castagliuolo

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
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--- On Thu, 6/9/11, Neil Gillespie <neilgillespie@mfi.net> wrote:

From: Neil Gillespie <neilgillespie@mfi.net>  
Subject: Re: communication  
To: "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
Date: Thursday, June 9, 2011, 12:44 PM

Eugene P. Castagliuolo, Esquire  
CASTAGLIUOLO LAW GROUP, P. A.  
2451 McMullen Booth Road  
Clearwater, Florida 33759

**EXHIBIT**

**7**



**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Wednesday, June 15, 2011 7:43 PM  
**Subject:** Re: documents

No no no no and no. This is all too much. I read about 50% of the 50+ pages of that July 2010 document you referred me to, and I am not litigating a single issue raised in that document tomorrow. NONE of that stuff is at issue tomorrow. The only thing that is at issue tomorrow is your freedom. End of story. My sole role tomorrow, after which I shall be finished as your lawyer, shall be to do my utmost best to prevail upon the kindness of Judge Arnold to vacate the writ and resultant arrest warrant.

Neil, I cannot stop working on all of my other cases for \$1,000 or even \$2,000. I simply can't do it.

Tomorrow, I will be your staunch advocate, but after tomorrow, my role in this matter will be over.

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
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--- On Wed, 6/15/11, Neil Gillespie <neilgillespie@mfi.net> wrote:

**From:** Neil Gillespie <neilgillespie@mfi.net>  
**Subject:** Re: documents  
**To:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**Date:** Wednesday, June 15, 2011, 7:23 PM

Eugene,

The deposition dates from 2008 when Mr. Bauer represented me. Then nothing happened in the case for a year, from August 13, 2008 when Mr. Bauer moved to withdrawal until Judge Barton granted the withdrawal October 1, 2009.

Then Mr. Rodems scheduled a deposition in December 2009 and another in June 2010. I responded to each. Then Mr. Rodems wrote a letter to Judge Cook July 12, 2010. I refuted that by notice July 27, 2010. Rodems had all the documents and/or responses at that point as shown in the pleading. Judge Cook issued the contempt order September

**EXHIBIT**

**8**



## Neil Gillespie

---

**From:** "Eugene P. Castagliuolo, Esquire" <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Thursday, June 30, 2011 5:01 PM  
**Subject:** Re: Friday

Was able to see a small part of 2nd attachment. My response to the Court will be forthcoming next week. From this point forward, communicate with me only via US Mail. Any other form will be reported to Marion County Sheriff as criminal harassment, & trust me, I will prosecute.

Sent from my Verizon Wireless BlackBerry

---

**From:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Date:** Thu, 30 Jun 2011 15:13:52 -0400  
**To:** Eugene P. Castagliuolo, Esq. <attorneyepc@yahoo.com>  
**Subject:** Re: Friday

see attached

----- Original Message -----

**From:** Eugene P. Castagliuolo, Esq.  
**To:** Neil Gillespie  
**Sent:** Wednesday, June 29, 2011 5:10 PM  
**Subject:** Friday

Neil, now that we're only 2 days away, do you have any idea when you might be arriving at my office on Friday ?

thanks

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
2451 McMullen Booth Road, Clearwater, Florida 33759  
**(727) 712-3333**

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EXHIBIT

9



## **CIVIL THEFT NOTICE**

**TO:** Neil J. Gillespie  
**LAST KNOWN ADDRESS:** 8092 S. W. 115<sup>th</sup> Loop  
Ocala, FL 34481

**YOU ARE HEREBY NOTIFIED** that you have obtained professional services from me by false pretenses, fraud, and/or deception, in violation of Florida Statute 812.012(6)(b), for which you owe me \$1,000.00, as you promised and agreed to pay me. Section 772.11 Florida Statutes (2011) permits me to make claim against you for triple the amount of damages sustained by me by my deprivation by you of the sum total of \$1,000.00. **TRIPLE THE SUM OF \$1,000.00 IS \$3,000.00.**

**This is my demand that you pay me the sum of \$1,000.00 within 30 days after your receipt of this notice.**

Dated: 7/1/2011

  
EUGENE P. CASTAGLIUOLO

**SENT VIA CERTIFIED MAIL # 7009-2820-0000-5183-3510  
RETURN RECEIPT REQUESTED**

**CASTAGLIUOLO LAW GROUP, P. A.**

**2451 McMullen Booth Road  
Clearwater, FL 33759**

**CERTIFIED MAIL™**



7009 2820 0000 5183 3510



1000

34481

U.S. POSTAGE  
PAID  
CLEARWATER, FL  
33763  
JUL 01, 11  
AMOUNT

**\$10.09**

00063567-19

**RESTRICTED  
DELIVERY**

NEIL J. GILLESPIE  
8092 S. W. 115th Loop  
Ocala, FL 34481

6c

RETURN RECEIPT  
REQUESTED

34481+3567







VIA FAX (727) 725-0389 and  
USPS First Class Mail and  
USPS Certified Mail, RRR, 7010 1670 0001 9008 0543

August 4, 2011

Eugene P. Castagliuolo, Esquire  
Castagliuolo Law Group, P. A.  
2451 McMullen Booth Road  
Clearwater, Florida 33759

Dear Mr. Castagliuolo:


In response to your "Civil Theft Notice" dated July 1, 2011, counsel has advised me that your claim is legally insufficient, therefore I decline payment.

You are in breach of contract. You committed legal malpractice. You failed to prepare for the deposition. You failed to represent me in bankruptcy. You failed to timely obtain a copy of the writ of bodily attachment that was available from Judge Arnold at all times, according to Major Livingston. Instead you "threw me under the bus" and accepted a walk-away settlement that you were specifically instructed, in writing, not to accept. You are also in violation of the Americans With Disabilities Act (ADA) relative to the lack of ADA accommodation(s) during the deposition. You failed to engage in negotiations with Mr. Rodems beneficial to me such as, but not limited to, the payment of my attorneys fees. You failed to disclose a conflict of interest with your daughter who works for the Public Defender previously appointed to represent me. The foregoing is representative of, but not inclusive of, every claim I may have against you.

You failed your duty as an attorney to report Mr. Rodems' conduct prejudicial to the administration of justice, Rodems' misconduct under Bar Rule 4-8.4(d), when Rodems and his staff failed to cooperate with you, failed to return your phone calls, or failed to provide you a copy of the writ of bodily attachment upon your request.

You were terminated from representing me by email June 9, 2011 at 12:44 PM. You refused to provide any refund of advance payment. You took advantage of my status as a person subject to arrest on a writ of bodily attachment and threatened me, continued the representation, and extorted from me the promise of more money and other such.

Sincerely,

  
Neil Gillespie  
8092 SW 145th Loop  
Ocala, Florida 34481

EXHIBIT

11



**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>

**To:** "Neil Gillespie" <neilgillespie@mfi.net>

**Sent:** Monday, July 18, 2011 11:15 AM

Mr. Gillespie, I have just learned that you have contacted the employer of a member of my family. As soon as I finish typing this message, I am leaving my office to personally report your crime to the nearest substation of the Pinellas County Sheriff's Office.

**BE FOREWARNED TO AVOID ANY FURTHER CONTACT WITH ME OR  
WITH ANY MEMBER OF MY FAMILY OR WITH ANYONE CONNECTED  
WITH MY FAMILY, INCLUDING BUT NOT LIMITED TO ANY EMPLOYERS.**

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[www.FilingBankruptcyInTampa.com](http://www.FilingBankruptcyInTampa.com)

**Eugene P. Castagliuolo, Esquire**

**CASTAGLIUOLO LAW GROUP, P. A.**

*2451 McMullen Booth Road, Clearwater, Florida 33759*

**(727) 712-3333**

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**EXHIBIT**

**12**

**Neil Gillespie**

---

**From:** "Julie Holt" <HoltJ@PD.13.STATE.FL.US>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Monday, July 18, 2011 10:36 AM  
**Subject:** RE: conflict check

Without further explanation for your request, I do not feel it is appropriate to respond to this request.

---

**From:** Neil Gillespie [mailto:neilgillespie@mfi.net]  
**Sent:** Friday, July 15, 2011 4:39 PM  
**To:** Julie Holt  
**Subject:** conflict check

Ms. Julianne M. Holt  
The Law Offices of Julianne M. Holt  
Public Defender of the 13th Judicial Circuit  
700 East Twiggs Street, 5th Floor  
Tampa, Florida 33602  
Dear Ms. Holt:

This is a conflict check for your office and attorney-employee Maria E. Castagliuolo, and attorney Eugene P. Castagliuolo of Clearwater, Florida. What, if any, is their shared consanguinity to the third degree? Thank you.

Sincerely,

Neil Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481  
(352) 854-7807  
[neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)

---

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Additional Notice: If you are not a current client of the Office of the Public Defender of the 13th Judicial Circuit you should not construe anything in this e-mail in a manner to believe that you have become a client of the firm, unless this e-mail contains a specific statement that you have become a client of the firm. By responding in this e-mail, the Office of the Public Defender of the 13th Judicial Circuit has not necessarily agreed to undertake representation of you or others. Further, if you are not a current client of the Office of the Public Defender of the 13th Judicial Circuit you should not disclose anything to the Office of the Public Defender of the 13th Judicial Circuit in reply that you expect it to hold in secret, in confidence, or otherwise have protected by attorney-client privilege. This communication does not constitute consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties.



# CASTAGLIUOLO LAW GROUP, P. A.

2451 McMullen Booth Road  
Clearwater, Florida 33759

TEL: (727) 712-3333

FAX: (727) 725-0389

August 5, 2011

CERTIFIED MAIL # 7009-2820-0000-5183-3558  
RETURN RECEIPT REQUESTED

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

## RE: One-Time Nonnegotiable Offer of Settlement

Dear Mr. Gillespie:

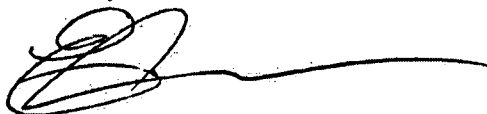
Pursuant to the Civil Theft Notice which was served upon you via Certified Mail, Return Receipt Requested, on July 5, 2011, you had thirty (30) days thereafter to comply with the demand contained in said Notice. Accordingly, your compliance was required no later than August 4, 2011. Today is August 5, 2011, and you have failed to comply. Furthermore, you faxed me a letter yesterday in which you stated explicitly that you "decline payment." Therefore, given the foregoing facts and circumstances, my Civil Theft Claim against you has been perfected, and you are now indebted to me in the amount of **\$3,000.00 (THREE THOUSAND DOLLARS)**.

You can count on me to aggressively pursue collection of that sum from you. However, in an effort to avoid further litigation and to put a permanent end to our relationship, I am making a one-time, non-negotiable settlement offer to you, as follows: **I will accept \$500.00 from you in full satisfaction of my claim against you for attorneys' fees due and owing, as long as I am in receipt of said sum on or before November 11, 2011.** This expansive deadline for acceptance is designed to give you plenty of time to accumulate that sum.

You can accept my offer by simply tendering \$500.00 to me on or before November 11, 2011. If you fail to do so, then you will have rejected my offer, and in that event, I shall file suit against you to recover the full \$3,000.00 that you owe me on Monday, November 14, 2011. I have been very successful collecting unpaid attorneys' fees, and I am quite confident that I will be equally successful obtaining a judgment against you. If you think I'm bluffing, try me.

**OTHER THAN TO ACCEPT MY OFFER AS SPECIFIED ABOVE OR TO CONTACT ME THROUGH YOUR ATTORNEY, YOU ARE HEREBY WARNED NOT TO CONTACT ME YOURSELF VIA ANY MANNER WHATSOEVER. YOU ARE FURTHER WARNED THAT I SHALL TAKE APPROPRIATE ACTION IF I SHOULD SEE ANYTHING ABOUT ME ON YOUR RIDICULOUS WEBSITE. YOU HAVE BEEN WARNED. CONDUCT YOURSELF ACCORDINGLY.**

Sincerely,



EUGENE P. CASTAGLIUOLO



**CASTAGLIUOLO LAW GROUP, P. A.**  
2451 McMullen Booth Road  
Clearwater, FL 33759

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7009 2820 0000 5183 3558



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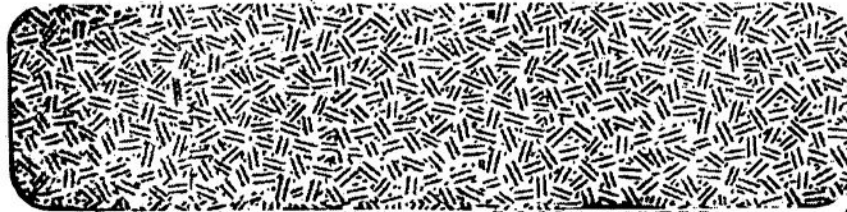
34481

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PAID  
CLEARWATER, FL  
33763  
AUG 05, 11  
AMOUNT

**\$5.59**  
00063567-10

**First Class**

RETURN RECEIPT  
REQUESTED



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HL  
8/8  
R67  
3:10P

8-8  
8-13  
8-23





**Neil Gillespie**

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Friday, August 12, 2011 12:10 PM  
**Attach:** GILLESPIE certified letter 8-5-11.pdf  
**Subject:** letter attached

Dear Mr. Gillespie:

As I anticipated, you're cowering in your house behind masked windows, hiding from the mailman, and refusing to accept my certified mail. No worries, I'm flexible and resourceful, so please find it attached to this e-mail.

Oh, and by the way, I have instructed the support staff in my building to refuse your certified mail. Similarly, you are hereby advised that you are not to ever again send me ANYTHING via facsimile transmission. Should you persist in doing so, I will report your willful ignorance of my demand to the Pinellas County Sheriff's Office.

Thank you.

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
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**EXHIBIT**

**14**

United States Postal Service®

Sorry We Missed You! We <sup>re</sup> Deliver for You

Today's Date

8-13-11

Sender's Name

CASTAG 40020 LAC

Item is at:

Post Office (See back)

Available for Pick-up After

Date: 8-13-11

Time: 8:20

We will redeliver or you  
or your agent can pick  
up. See covers.☒ Letter☐ Large  
envelope,  
magazine,  
catalog, etc.☐ Parcel☐ Restricted  
Delivery☐ Perishable  
Item☐ Other:For Delivery: (Enter total number of items  
delivered by service type)

For Notice Left: (Check applicable item)

☐ Express Mail®☒ Certified Mail™☐ Firm Bill☐ Registered Mail™☐ Insured Mail☐ Return Receipt  
for Merchandise☐ Delivery  
Confirmation™☐ Signature  
Confirmation™☐ If checked, you or your agent must be present  
at time of delivery to sign for item.

Article Number(s)

1009 2820 0000 5183

3552

Notice Left Section

Customer Name and Address

NAIL GILLESPIE

8092 SW 115TH LOOP

Delivered By and Date

Article Requiring Payment

Amount Due

☐ Postage Due ☐ COD ☐ Customs

\$

☒ Final Notice: Article will be returned  
to sender on 8-23-11

PS Form 3849, May 2008

8-23-11

usps.com

Delivery Notice/Reminder/Receipt



## Neil Gillespie

---

**From:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**To:** "Neil Gillespie" <neilgillespie@mfi.net>  
**Sent:** Tuesday, June 14, 2011 7:46 PM  
**Subject:** Re: your call earlier

*"I've made my peace with the lord. I'm 55 years-old but feel like 85. I'm at the end of the line."*

**Sorry it's taken me longer than I thought to get back to you.**

**This kind of talk isn't good Neil. You're not at the end of the line until you're at the end of the line. And I don't see you being any closer to the end than I am.**

**As for a new agreement, this is my suggestion. Give me another \$1,000.00 on July 1, and I won't take another dime from you. Consider it a flat fee to get you out from under this writ (BUT WITHOUT entering an appearance in this state court case) and/or to file a Chapter 7 bankruptcy for you. The only other things you would have to pay for if we go the bankruptcy route (and these are NOT my fees, they are costs) is the filing fee of \$299.00, a credit report fee of \$30.00, and the credit counseling fee(s) which will be at most \$80.00 (sometimes you can find a cheaper vendor). Based on what I know right now about your case, your debt to this asshole Rodems would be discharged in your Chapter 7 bankruptcy, and he would get NOTHING from you.**

**Take care, I'll be asleep in an hour, but I will be calling Judge Arnold's chambers first thing tomorrow.**

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**Eugene P. Castagliuolo, Esquire**  
**CASTAGLIUOLO LAW GROUP, P. A.**  
2451 McMullen Booth Road, Clearwater, Florida 33759  
**(727) 712-3333**

Castagliuolo Law Group is a debt relief agency helping people to file for bankruptcy relief under United States Code (11 USC §§ 101-1330).

**CONFIDENTIALITY:** This e-mail message (and any associated files) from Castagliuolo Law Group, P. A. is for the sole use of the intended recipient or recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or other dissemination of this e-mail message and/or the information contained therein is strictly prohibited. If you are not the intended recipient of this e-mail message, please contact the sender by reply email or by telephone at (727) 712-3333 and destroy all copies of the original message.

**--- On Tue, 6/14/11, Neil Gillespie <neilgillespie@mfi.net> wrote:**

**From:** Neil Gillespie <neilgillespie@mfi.net>  
**Subject:** your call earlier  
**To:** "Eugene P. Castagliuolo, Esq." <attorneyepc@yahoo.com>  
**Date:** Tuesday, June 14, 2011, 3:58 PM



7/19/2011



**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.





## **18 Cases Related to Gillespie v. Barker, Rodems & Cook, PA, 05-CA-007205**

1. Case No. 05-CA-7205, Gillespie v. Barker, Rodems & Cook, P.A., Hillsborough County, Florida (Mr. Bauer appeared for Gillespie April 2, 2007 through October 1, 2009)
2. Case No. 05-CA-7205, Vexatious libel counterclaim, BRC v. Gillespie, January 19, 2006 - September 28, 2010, (Mr. Bauer appeared for Gillespie April 2, 2007 - October 1, 2009)

### **Cases in the Second District Court of Appeal, Florida**

3. Case No. 06-3803: Gillespie v. BRC, discovery related appeal (Gillespie pro se) (closed)
4. Case No. 07-4530: BRC v. Gillespie, voluntary dismissal (Mr. Bauer for Gillespie) (closed)
5. Case No. 08-2224: Gillespie v. BRC, § 57.105 sanctions (Mr. Bauer for Gillespie) (closed)
6. Case No. 10-5197: Gillespie v. BRC, appeal final summary judgment (Gillespie pro se) (closed)
7. Case No. 10-5529: Gillespie v. BRC, prohibition, remove Judge Cook (Gillespie pro se) (closed)
8. Case No. 11-2127: Gillespie v. BRC, prohibition/venue, Judge Arnold (Gillespie pro se) (closed)

### **Cases in the Supreme Court of Florida**

9. Case No. SC11-858: Gillespie v. BRC, habeas corpus, prohibition (Gillespie pro se) (closed)
10. Case No. SC11-1622: Gillespie v. BRC, mandamus, other relief (Gillespie pro se) (closed)

### **Cases in the U.S. District Court, Middle District of Florida, Ocala Division**

11. Case No. 10-cv-00503: Gillespie v. Thirteenth Judicial Circuit, Fla., Civil Rights/ADA (Gillespie pro se) (closed, appeal)
12. Case No. 11-cv00539: Estate/Gillespie v. Thirteenth Jud. Cir., FL., Civil Rights, ADA (Gillespie pro se) (closed, appeal)

### **Cases in the U.S. Court of Appeals for the Eleventh Circuit**

13. Case No. 12-11028-B: Estate/Gillespie v. Thirteenth Jud. Cir., FL., Civil Rights, ADA (Gillespie pro se) (closed)
14. Case No. 12-11213-C: Gillespie v. Thirteenth Judicial Circuit, Fla., Civil Rights, ADA (Gillespie pro se) (active)

## **Cases in the Supreme Court of the United States**

15. Rule 22 Application to Justice Thomas May 31, 2011, not docketed/considered. (Gillespie pro se) Emergency Petition for Stay or Injunction, re: Supreme Court of Florida SC11-858
16. Rule 22 Application to Justice Thomas June 11, 2011, not docketed/considered. (Gillespie pro se) Emergency Petition for Stay or Injunction, re: Supreme Court of Florida SC11-858

## **Original Litigation**

17. Case No. 01-14761-AA, Eugene R. Clement, Gay Ann Blomefield, and Neil Gillespie v. AMSCOT Corporation, United States Court of Appeals for the Eleventh Circuit, filed August 20, 2001
18. Case No. 99-2795-CIV-T-26C, Eugene R. Clement v. AMSCOT Corporation, class action complaint in United States District Court, Middle District of Florida, Tampa Division, filed December 9, 1999

## **Related links on The Justice Network**

<http://yousue.org/litigation/>

<http://yousue.org/the-florida-bar/>

<http://yousue.org/13th-judicial-circuit-hillsborough-co-florida/>

<http://yousue.org/bar-complaint-of-robert-w-bauer/>

<http://yousue.org/turner-v-rogers/>

<http://www.yousue.org/jnc-judicial-nominating-commission/>

<http://www.yousue.org/jqc-judicial-qualifications-commission/>

<http://www.yousue.org/circuit-court-judge-martha-j-cook/>

<http://yousue.org/ryan-christopher-rodems/>



**Neil Gillespie**

---

**From:** "Neil Gillespie" <neilgillespie@mfi.net>  
**To:** "Catherine Barbara Chapman" <catherine@guildaylaw.com>  
**Sent:** Thursday, November 17, 2011 5:20 PM  
**Subject:** Local Rule 3.01(g) on a motion to extend time to file a Notice of Objection  
Catherine Barbara Chapman  
Guilday, Tucker, Schwartz & Simpson, P.A.

Dear Ms. Chapman,

I am preparing a response, for filing tomorrow, to the Court's Order of November 7, 2011, which among other things, notes my failure to comply with Local Rule 3.01(g) on a motion to extend time to file a Notice of Objection. At this point I need a two week extension of time. Do you agree to this extension of time?

On another matter, I don't see how Mr. Rodems can lawfully or ethically represent your client, and my former counsel, Robert W. Bauer, and the Law Office of Robert W. Bauer, in this matter, through the so-called Settlement Agreement and General Mutual Release of June 21, 2011. What is your view?

I welcome any comments you may have regarding the ongoing issue with Local Rule 3.01(g).  
Thank you.

Sincerely,

Neil J. Gillespie  
8092 SW 115th Loop  
Ocala, FL 34481  
(352) 854-7807  
[neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)



## SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This settlement agreement and general mutual release, executed on June 21, 2011, by and between Neil J. Gillespie, hereinafter "Party A" and Barker, Rodems & Cook, P.A., its agents and employees, and Chris A. Barker, and William J. Cook, and Ryan Christopher Rodems, hereinafter "Party B".

WHEREAS disputes and differences have arisen between the parties, as detailed in the pleadings and records filed in the case styled Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205, pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida and Gillespie v. Thirteenth Judicial Circuit, Florida, et al., 5:10-cv-00503-WTH-DAB, pending in the United States District Court, Middle District of Florida, Ocala Division; WHEREAS, the parties wish to fully and finally resolve all differences between them from the beginning of time through June 21, 2011; WHEREAS, the parties represent that none of the claims released herein have been assigned to a third-party;

NOW THEREFORE, in consideration of the assignment to Party "B" of all claims pending or which could have been brought, based on the allegations of Party "A", against any person or entity, without limitation, in Gillespie v. Thirteenth Judicial Circuit, Florida, et al., 5:10-cv-00503-WTH-DAB and dismissal with prejudice of their claims in the case styled Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205, and dismissal of the appeal, Case No. 2D10-5197, pending in the Second District Court of Appeal, with the parties to bear their own attorneys' fees and costs, and the agreement of Party "B" to record a Satisfaction of Judgment regarding the Final Judgment entered on March 27, 2008, in Neil J. Gillespie v. Barker, Rodems & Cook, P.A., and William J. Cook, Esquire, Case No. 05CA7205:

Each party (the releasing party) hereby releases, without limitation, the other party (the released party) from any and all actions, suits, claims, debts, accounts, bills, bonds, attorneys' fees or costs, judgments, or any claims, without limitation, whether in law or equity, and whether known or unknown, which the releasing party now has or ever had resulting from any actions or omissions by the released party from the beginning of time through June 21, 2011.

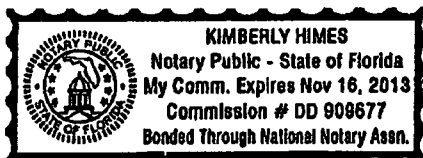
This mutual release shall be acknowledged before a notary public and may be signed in counterpart.

PARTY A

  
NEIL J. GILLESPIE


Neil J. Gillespie  
Provided Florida Drivers License  
Class E # G 421.630.56.099.0

Signed this 21<sup>st</sup> day of June, 2011  
in Hillsborough County, Florida



*Kimberly Himes*

PARTY B

  
CHRIS A. BARKER, individually  
and as an officer of and on behalf of  
Barker, Rodems & Cook, P.A.

  
RYAN CHRISTOPHER RODEMS

individually and as an officer  
of and on behalf of Barker,  
Rodems & Cook, P.A.

  
WILLIAM J. COOK

individually and as an  
officer and on behalf  
of Barker, Rodems & Cook, P.A.

**EXHIBIT**

2

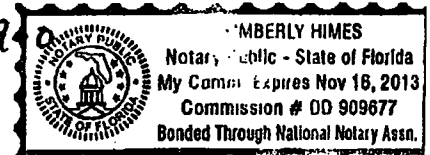
STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
NEIL J. GILLESPIE.

Kimberly Himes  
Notary Public - State of Florida

Personally Known        OR Produced Identification ✓  
Type of Identification Produced Florida Driver's License

#: G 421-630-56-099

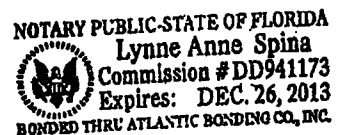


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
WILLIAM J. COOK.

Lynne Anne Spina  
Notary Public - State of Florida

Personally Known ✓ OR Produced Identification         
Type of Identification Produced       

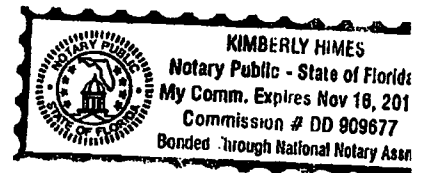


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011, by  
RYAN CHRISTOPHER RODEMS.

Kimberly Himes  
Notary Public - State of Florida

Personally Known        OR Produced Identification ✓  
Type of Identification Produced Florida Driver's License  
#: R352-723-66-444-0

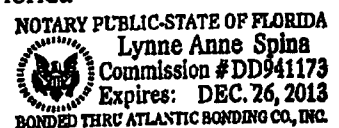


STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2011,  
by CHRIS A. BARKER, individually and as officer for BARKER, RODEMS & COOK, P.A.

Lynne Anne Spina  
Notary Public - State of Florida

Personally Known ✓ OR Produced Identification         
Type of Identification Produced       



171604 REV. 12/09 FD

1 of 1

NEIL J. GILLESPIE  
352-854-7807  
NEIL J. GILLESPIE  
8092 SW 115TH LOOP  
OCALA FL 34481

1 LBS

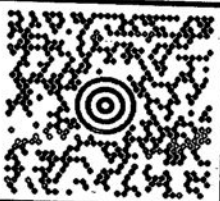
DWT: 16,12,1

1 OF 1

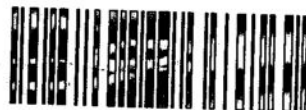
**SHIP TO:**

OFFICE OF ATTORNEY GENERAL  
ATTORNEY GENERAL PAM BONDI  
400 SOUTH MONROE STREET  
THE CAPITOL PL-01

**TALLAHASSEE FL 32399-6536**

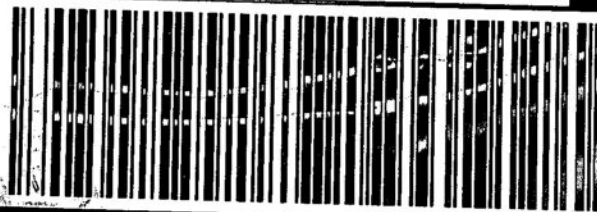


**FL 323 0-01**



**UPS GROUND**

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BILLING: P/P  
ATTENTION UPS DRIVER: SHIPPER RELEASE

UPS 14.5.29. WXPV50 30.0A 07/2012



8/1/2012 4:01 PM



**Neil Gillespie**

---

**From:** <Ag@myfloridalegal.com>  
**To:** <NEILGILLESPIE@MFI.NET>  
**Sent:** Friday, August 10, 2012 4:14 PM  
**Attach:** Letter to Gov. Rick Scott, Husband and Husband mortgage, C1 Bank.pdf; Letter to AG Pam Bondi, Re Eugene Castagliuolo.pdf; Gillespie, Neil1.pdf; Gillespie, Neil2.pdf; Gillespie, Neil - 5-2011.pdf; Gillespie, Neil - 10-2011.pdf; Gillespie, Neil - OAGR - 10-2011.pdf; Gillespie, Neil OAGR - 11-2010.pdf  
**Subject:** From Attorney General Pam Bondi  
Hello Mr. Gillespie,

The Florida Attorney General's Office received your most recent email and postal correspondence in which you request opinions relating to recorded phone conversations and mortgages entered into by same-sex couples. Attorney General Bondi has asked that I respond.

We appreciate that you consider our office as a source of assistance, and I have reviewed your correspondence. Section 16.01(3), Florida Statutes, which sets forth the powers and duties of the Attorney General's Office, authorizes our office to provide legal opinions and statutory interpretations to public officials on questions of law pertaining to their own official duties. This precludes us from giving legal opinions or advice to private individuals.

To date, this office has not issued an Attorney General Opinion (AGO) in regard to mortgages entered into by same-sex couples. However, there are AGOs pertaining to the Security of Communications Act, Chapter 934, Florida Statutes. You can search previously issued AGOs on the Attorney General's website at:

<http://myfloridalegal.com/pages.nsf/Main/4FF72ECF62927EEA85256CC6007B4517>

Further, after reviewing past correspondence you have sent to our office, I see that we have previously responded to several of the issues mentioned in your current correspondence, such as complaints about attorneys, allegations of corruption involving a judge in the Sixth Judicial Circuit and your experience with the Florida Office of Financial Regulation (OFR). I have enclosed copies of your previous correspondence and our replies for your review.

It appears that you provided a copy of your complaint about Attorney Eugene Castagliuolo to The Florida Bar, which is the appropriate agency to address this matter. Please follow up with The Bar directly for further assistance.

Finally, by law, our office may not represent private citizens in legal disputes, nor give individual legal advice or answer questions about particular laws or statutes. If you need help finding an attorney, The Florida Bar offers a Lawyer Referral Service toll-free at (800)342-8060.

Please understand our duties are prescribed by law. Thank you for

contacting Attorney General Bondi's Office.

Sincerely,

Samantha Santana  
Office of Citizen Services  
Florida Attorney General's Office  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
Telephone: (850) 414-3990  
Toll-free in Florida: (866) 966-7226  
Website: <http://www.myfloridalegal.com>

PLEASE DO NOT REPLY TO THIS E-MAIL. THIS ADDRESS IS FOR PROCESSING ONLY.

To contact this office please visit the Attorney General's website at [www.myfloridalegal.com](http://www.myfloridalegal.com) and complete the on-line contact form. Again, thank you for contacting the Office of the Florida Attorney General.

---

Posted Date: 07/22/2012 07:17 PM

From: "Neil Gillespie" <[neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)>

To: "Hermanson, Carly" <[Carly.Hermanson@eog.myflorida.com](mailto:Carly.Hermanson@eog.myflorida.com)>

Subject: "Husband and Husband" vested mortgage made by C1 Bank

Governor Rick Scott

The Florida Cabinet

Dear Governor and Florida Cabinet:

Attached is a conformed PDF of my letter to Gov. Scott, with copies the Florida Cabinet. This concerns a "Husband and Husband" vested mortgage made by C1 Bank. The signed letter and paper copies were mailed Friday, July 20, 2012. The conformed PDF is also posted on Scribd at this link

<http://www.scribd.com/doc/100665091/Letter-to-Gov-Rick-Scott-Husband-and-Husband-Mortgage-C1-Bank>

Thank you.

Sincerely,

Neil Gillespie

8092 SW 115th Loop

Ocala, Florida 34481

(352) 854-7807 (See attached file: Letter to Gov. Rick Scott, Husband and Husband mortgage, C1 Bank.pdf)

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Internet Mail Message

---

Posted Date:

From:

To:

cc:

Subject: RE: Eugene P. Castagliuolo, Florida Bar ID: 104360

Attorney General Pam Bondi

Office of Attorney General

State of Florida

The Capitol PL-01

Tallahassee, FL 32399-1050

RE: Eugene P. Castagliuolo, Florida Bar ID: 104360

Dear Attorney General Bondi:

Below I have forwarded the email of Eugene P. Castagliuolo titled "Florida's Wiretapping Laws" addressed to me and court reporter Michael Borseth. Attached is my response, and request for an opinion from the Attorney General. The paper copy was sent to you today. Thank you.

Sincerely,

Neil J. Gillespie

8092 SW 115th Loop

Ocala, Florida 34481

(352) 854-7807

email: [neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)

-----  
Michael J. Cohen, Executive Director  
Florida Lawyers Assistance, Inc.

Dear Mr. Cohen:

Please accept this email and attached letter to the Attorney General as my referral of Eugene P. Castagliuolo, Florida Bar ID: 104360, to Florida Lawyers Assistance, Inc. Thank you.

Sincerely,

Neil J. Gillespie

8092 SW 115th Loop

Ocala, Florida 34481

(352) 854-7807

email: [neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)

----- Original Message -----

From: Eugene P. Castagliuolo, Esq.

To: Gillespie

Cc: MICHAEL BORSETH

Sent: Wednesday, July 25, 2012 3:05 PM

Subject: Florida's Wiretapping Laws

I have learned from Court Reporter Michael Borseth and other sources that you wrongfully recorded and published dialogue from a telephone conversation we had on June 14, 2011, even though you had explicit instructions from me that my words were not to be recorded. The "business use exemption" that you claim is nonsense. The only "business" you have

is in your own mind. Secondly, you persuaded or coerced Mr. Borseth to include verbiage at the beginning of the transcript which was never spoken by neither you nor me.

I am hereby demanding a copy of the audio from the aforementioned telephone conversation.

I am also demanding that you remove the transcript of our telephone conversation from your ridiculous website. Lastly, I am demanding that you notify the Courts where you have filed this illegally recorded telephone conversation, or I most certainly will.

Be advised that Florida Statute Chapter 934 allows for monetary damages, punitive damages, and attorneys' fees. And I'm sure that I'm not the only person you've wrongfully recorded.

You have ten (10) days from today to deliver the aforementioned audio to my office in Largo. Don't even think of telling me you that you no longer possess the audio, because we both know that you do, as you have nothing better to do day in and day out but to pursue your ludicrous, ridiculous "lawsuits."

In the event you fail to meet my demand(s) as expressed above, I plan to sue you for violating Florida's Security of Communications Act. Mr. Borseth may or may not be a co-defendant for wrongfully "transcribing" words that were not uttered by me or by you and including same in the transcript so that the unsuspecting reader would think those words were part of the proceeding, when they most certainly were not.

You've been warned. My lawsuit is drafted and ready to go. Your move.

Eugene P. Castagliuolo

Eugene P. Castagliuolo, Esquire  
CASTAGLIUOLO LAW GROUP, P. A.  
801 West Bay Drive  
Suite 301  
Largo, Florida 33770

(727) 712-3333

CONFIDENTIALITY: This e-mail message (and any associated files) from Castagliuolo Law Group, P. A. is for the sole use of the intended recipient or recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or other dissemination of this e-mail message and/or the information contained therein is strictly prohibited. If you are not the intended recipient of this e-mail message, please contact the sender by reply email or by telephone at (727) 712-3333 and destroy all copies of the original message.(See attached file: Letter to AG Pam Bondi, Re Eugene Castagliuolo.pdf)

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CURRENT POSTAL CORRESPONDENCE - RECEIVED AUGUST 2012

(See attached file: Gillespie, Neil1.pdf)(See attached file: Gillespie, Neil2.pdf)

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PREVIOUS CORRESPONDENCE RECEIVED 2010 & 2011

(See attached file: Gillespie, Neil - 5-2011.pdf)(See attached file: Gillespie, Neil - 10-2011.pdf)(See attached file: Gillespie, Neil - OAGR - 10-2011.pdf)(See attached file: Gillespie, Neil OAGR - 11-2010.pdf)