Robert F. Blevins
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December 7, 1997

Receipt for Certified Mail: P 118 678 830
Revision 1 per Receipt for Certified Mail P 118 678 831

U.S. Department of Justice
Washington, D.C. 20530
Isabelle Katz Pinzler Acting Assistant Attorney General
Civil Rights Division
Attention: Diane C. Roberts

Re: U.S. Department of Justice file reference: IKP: DCR: DJ 144-17M-O

Dear Ms. Roberts:

Thank you for your two paragraph letter, of October 10, 1997 postmarked October 15, 1997 received October 18, 1997, in answer to my letters to the Department. See yours italicized below.

This is in reply to your correspondence to the Department. We apologize for the delay of this response.

You have not provided sufficient information to enable us to determine whether a violation of federal civil rights statute is involved. If you will provide us with a more specific statement of the circumstances involved in your complaint, the matter will receive our careful consideration.

Your apology, of course, is accepted; neither is there any shortage of evidence. Quiet the contrary. It may well be a matter of having more than needed. In a number of cases, all that is needed is that which is not just over my/our signature, but just that which is over the other party's own signature or that of their staff which is essentially the same. I have hours of audio tape recording which you may or may not want to use for us. I don't regard it as crucial. Maybe the greatest advantage is that its existence, I most strongly suspect, is widely enough believed to make the wrongdoer think twice before denying, for example.

I interpret your: the matter will receive our careful consideration included that the United States Department of Justice without hesitation or mental reservation and without other disclaimer, has committed itself and its resources to see that full and complete justice is rendered leaving nothing material undone: such is my wife Ruth Blevins' (1923-1997) and my most solemn and sincere request, and just as she pledged her all to that end, so it has always been, and remains as to me.

That which she thought then, and which, in fact, was to become her death wish, she spoke to me for the first time on May 6, 1992 ***I want you to see that they get what's coming to them for what they have done to me!*** So speak I. Tyranny succeeds in direct proportion to the do-nothingness of the citizenry. We were but two. I am but one. So we were committed, so I continue in this matter against wrongdoing tyranny oppression. My homing stone is simple: no one was ever created to do wrong with impunity. Such is the harmony strength and support of all worthwhile endeavor whether it be family friend fraternity courtship community state or global. . . .

Ruth's reference then was basically: Dorothy Wanke/Colonial Penn Insurance Company; William R. "Bill" Webb's benefactors, Henry Hanff; and Jack B. McPherson; Steven Moss; A.O. Bonati; William R. "Bill" Webb and his law firm partner James Waller Dodson and their staff and firm, Carlson, Meissner, et al.; the State of Florida Department of Insurance and Treasurer; Montgomery Ward Insurance Company Legal Services; Mitchell L. Meeks/Barr, Murman, et al.; Judge W. Lowell Bray, Jr. The list would grow.

At the time of her death on January 11, 1997 at 7:35 PM, her reference had grown to include: Humana HMO; Blue Cross Blue Shield HMO; Columbia HCA; Colonial Penn Insurance Company lawyer Kenneth L. Olsen; Florida Bar; The Governor/The office of The Governor; Sheriff Lee Cannon; State Attorney Bernie McCabe; Judicial Qualification Commission; State Farm Insurance Company: Bay Area Legal Aid; Tammy Layman and Michael Layman; John Short; et al.

Is it possible that even our President is disproportionately greater concerned over Human Rights denial overseas, than here at home, including right here in Pasco County, Florida, or is it that he knows more about what's going on overseas than what's going on at home, particularly right here in Pasco County, Florida? Let's hope it's the latter. Anyway, it's not what he thinks, but what the United States Department of Justice does or does not that concerns me, no end. For better or for worse: this matter is going to showcase: our Community; our State; and our Federal Government.

This is the only case I have ever known whereby the wronged party, or any party, cannot retain further representation, and cannot get trial by jury, albeit some of my wife Ruth Blevins' claims and my claims have been filed, demanding and requesting jury trial/trial by jury. Other claims cannot even be filed: the foregoing, and worse, with all the inherent irreparable damage!

I share your concern as to delay. In my case, it goes to the very core of my complaint: the impact of having hired a total of four lawyers/law firms, all of whom are legally obligated to represent, all of whom refuse to represent, and secondary to the foregoing, I find it impossible to hire more. I would think that the foregoing alone constitutes violation of federal civil rights, if not why not?

Gang Rape Government Lawlessness Enforcement Enslavement Life Endangerment Stamping out Patriotism and Human Rights, all the foregoing and worse: is what it amounts to here in Florida up through the State level. God forbid, that's what it amounts to on up through the Federal level!

One person to whom I looked, in vain, for help, and who claims to have sat for a term on the State of Florida Supreme Court, claims that THE UNITED STATES CONSTITUTION is in error: that it does not say what it means and mean what it says! He, of course, is in error: harmful error! We don't need lawyers or anyone else wrongfully chipping away The United States Constitution.

He claims that (our initial attorney, now a judge, and still my lawyer, still legally obligated), William R. "Bill" Webb cannot be held to obligation of contract, because it would be enslavement! He makes an excellent point: one we need to keep in mind as we continue to wade through the madness of this matter. What does he call that which we have faced and I continue to face because of William R. "Bill" Webb, and others we have had to face because of him?

Reality calls it: enslavement; heinousness; incarceration, without due process; cruel and unusual punishment; wanton destruction/impairment of inalienable rights; gross impairment of life liberty and the pursuit of happiness; attempted murder; contributing to my wife Ruth Blevins' demise; attempted eradication of probity/integrity, and patriotism; disgracing our community, our State, and the United States of America; all the aforesaid and worse.

Woe be to live in the self acclaimed greatest society that has ever been, where a doctor can commit malpractice, the victims try to drop the matter, but the doctor "pushes a button" thus absolutely ruining their lives, and does it with impunity, as aided and abetted by the victims' very own lawyers, the State of Florida, et al. *Where am I, in China, or in these United States of America?* Such as the foregoing, continues from December 1987 with no escape in sight, save death itself, such was Ruth's escape on January 11, 1997 at 7:35 PM.

The 1st hired was attorney William R. "Bill" Webb; the 2nd, attorney Jack B. McPherson; the 3rd, attorney Mitchell L. Meeks, and the 4th; attorney Carol Ann Volini. The first two unjustifiably refused to file. The third filed, but unjustifiably refused to pursue as filed. as did the fourth.

[Page 3 is missing]

Was it intentional or were they playing it that close in getting her turned around? Through her babbling as if someone had a knife at her throat, she managed to tell me that the hearing had been reset for October 13, 1994, and that we've got to get this settled. Of course, and we wanted it settled as she said she would do and not as Judge Bray and or Colonial Penn dictated!

She had made such statements as: They are going to pay dearly for these seven years of grief they have caused you (poor people). I hope they have deep pockets. I hope they have plenty of insurance, and he needs tainted, referring to attorney Meeks. Judge Bray dismissed without prejudice in regard to Colonial Penn complaint.

And in regard to William R. "Bill" Webb, Judge Bray included." And the Court notes for the record that Mr. Webb has previously withdrawn and does not at this time represent anyone."

We must interpret "represent" to mean "legally obligated to represent" in which case Judge Bray has made his patent lie a matter of Court record. Why did William R. "Bill" Webb not give some real evidence, and why did Judge Bray not demand it. We will pass this way again. *However, at this juncture we return to square one which predates the source accident.*

During 1972 I was doctored into depression and likewise kept in it for six years at which juncture I gave up on the medication and the medicine and by summer of 1984, I felt sure that I was cured. It had taken early retirement and lots of golf in the sunshine and dogged determination. Even so, had it not been for Ruth, I could never have made it that soon. *I miss her. She was my all.*

On September 11, 1986, Ruth and I were hospitalized; she in the throes of her life shortening life crippling near fatal, then and there, heart aneurysm; I with heart arrhythmia which posed no serious threat provided I followed doctors orders. She was immensely less fortunate.

She was given zero to four years to live, the more the stress or strain or mental anguish, the closer it was expected to be to zero. To minimize such stress, she was ordered to live a quiet in home indoor lifestyle. And yet, she did survive precisely ten years plus four months to the very day. Furthermore, the lifestyle she was forced to live was anything but, a quiet in home indoor one.

Based on the foregoing, she would have been expected to live at least until 2006, had it not been for the more than nine years of stress due to **(a)** wrongdoing having emanated from our claims source accident of December 22, 1987 **(b)** wrongdoing having emanated from an accident of December 8, 1995, and **(c)** wrongdoing having emanated from two HMO's and Columbia HCA. *Figures or lack of same, ultimately, it is up to a jury to decide.*

Albeit our heart specialist (Dr. G. Natarajan), had informed Ruth that stress and not smoking was the culprit, she never again smoked, which with walking exercise, logically helped. Interestingly, she was more hooked on driving, than she had been on smoking! Driving, she regarded as essential mental/physical therapy. It proved to be precisely and tragically such.

Our claim source accident of December 22, 1987, ended our walking exercise. Her driving ended on January 17, 1996, due to a heart attack resulting from State Farm Insurance Company wrongdoing, itself having stemmed from the accident of December 8, 1995 and having involved State Farm (committing a felony) forging my signature, thus removing our vehicle rental coverage. Ruth and I engaged in walking exercise daily together, whereby she was able to do over 1/2 mile with a short rest en route. In addition to walking with her, I did over two miles, normally in approximately thirty minutes, and on occasion, a bit less. Given my background, I fell right into it.

In her case, it built up from a short walk of twenty five feet down our driveway. By December 1987, as soon as that, she had made a near miraculous comeback. The damage that the aneurysm had done to her heart was, however, beyond repair.

And to slow its worsening: protecting her from undue stress, always remained a grave concern. Doctors err: she held on until January 1997.

The FLORIDA TRAFFIC ACCIDENT REPORT INVEST. AGENCY REPORT NUMBER 87-04-18649-28 HSMV ACCIDENT REPORT NUMBER 104691571 shows that Dorothy Wanke alone was deemed negligent (Violation of Right of Way). Nevertheless, at the scene, in the presence of witness of record, et al., she made taunting remarks to me, even claimed the accident was all my fault and ordered me to not deny it. She reported no injury. I was injured and profusely bleeding,

My injuries were several, and some proved to be permanent or lasting. See: hereinafter including: IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR PASCO COUNTY, CIVIL DIVISION Case Number: CA91-6383 Division; "H"

In response to Ms. Wanke's assault, I had a Pasco County, Florida, Deputy Sheriff promise me that the vehicles would not be moved until a proper authority (Florida Trooper) arrived. They were moved. However, the overwhelming evidence against Ms. Wanke was not materially impaired.

I informed the hospital staff of Ruth's condition, and that because of it, they were not to contact her, but were to contact our daughter Connie, who brought Ruth to the hospital where they joined our daughter Kimberly and me. The Trooper joined us at the hospital and confirmed that Ms. Wanke alone was at fault and had been appropriately charged.

On December 23, 1987, I reported the accident to our own carrier State Farm/Claudia, and then to Ms. Wanke's carrier Colonial Penn Insurance Company/Ms Maggie Harris. Ms. Harris **(a)** volunteered, that it sounded as if I had a good claim against them (**(b)** committed as to loss of vehicle use, up to at least $16/day, and **(c)** alleged that I was negligent and that they would prove it by the audio recording, that I then declined to give. She symbolically, attempted to contact me too late: just after we had hired representation, so hired because of Re: false allegation!

Also on said date, we visited Henry Hanff, MD, strictly for follow-up as to my ankle injury. The soft cast was removed, and after he had inspected the ankle (at a distance of say four feet), the cast was replaced. I needed to return on December 28, 1987 to see whether by then, the ankle was fit to receive a walking cast, the firm/hard type. The ankle was not fit, and with damaging results! Dr. Hanff, made no comment as to my other injuries, including those of my head and face, itself remarkably swollen and discolored, while my head was "semi mummy-like" bandaged.

At this juncture, I include some very enlightening information: William R. "Bill" Webb's list. *Some liken the list to being no more than the mere tip of one of an octopus' tentacles.* The list itself reaches Washington DC! How much further can the tentacles reach? Included is U. S. Congressman Michael Bilirakis whom I have tried to contact, but am turned away by his front person who was not very nice about it. **RE: LETTER OF JUNE 23, 1994 WILLIAM R. WEBB TO ALBA TROUSS.** DURING HIS 1994 VOTER ENTICING INTIMIDATING TACTIC BID FOR JUDGE, HE MAILED-OUT A LIST OF 171, FROM WHICH THE FOLLOWING OF 171 IS DERIVED. WITH THE LIST, HE ENCLOSED A FORM ASKING FOR MORE DONATIONS AND PERMISSION TO ALSO USE HIS ADDED BENEFACTOR'S NAME.

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On December 24, 1987, we hired attorney William R. "Bill" Webb - Carlson, Meissner, et al. Before we hired them
(a) we advised attorney Webb of our health problems
(b) filled him in on the source accident and following events
(c) accepted as his solemn promise that he would send a demand letter and sue Dorothy Wanke/Colonial Penn Insurance Company if they failed to met it, and
(d) took him at his word, without disclaimer, that we needed to keep a claim related diary.

Taking him at his word and as self defense, we have kept a diary every way but via TV VCR. We have hours of audio tape recorded word of mouth including by William R. "Bill" Webb; James Dodson; Colonial Penn, Dr. Steven Moss, the State of Florida, attorney Jack B. McPherson, Montgomery Ward Legal Services, attorney Mitchell Meeks; Sheriff Lee Cannon, et al.

On or about December 26, 1987, attorney Webb's paralegal investigator, Mr. Nikitas Hourdas came to our home to take accident related pictures. We had been informed he was going to do so. It looked like a step in the right direction; they, however, vitiated it.

On December 28, 1987, Dr. Hanff/his PA Mr. W. John Gill put a pain generating (lower leg) cast on me. Even as he was applying the cast, it commenced causing new pain, and before we departed, I had to hold it in the horizontal, to make it bearable. Furthermore, it became worse, to the extent that it had to be removed on the same day, about ten hours after application.

We had been informed by Mr. Gill and a female staff member that the cast would be weight bearing within one to two hours, take our choice on which of the two to believe. Also, we were repeatedly promised, by the same two, that before we left, we'd have a pain relief prescription.

However, as we prepared to stop at our neighborhood pharmacy, the prescription was not to be found. Having left the doctor's office, at or about 11:30 AM, we arrived home at noon, and Ruth immediately called. Their mistake: but said they would call in the prescription by 2:00 PM.

Before Ruth left for the Pharmacy at or about 5:15 PM, I was long overdue for the medicine. At my injunction, our daughter Kimberly had gone., and I was left alone. Ruth was at the pharmacy, battling it out over the phone to get the prescription called in, while I was at home, trying in vain to get through to have someone attend to the cast. It was at or about 6:15 PM when Ruth returned with the prescription. Whereupon I explained my lack of success in getting through the answering services of **(a)** Dr. Hanff, and **(b)** Dr. Steven Moss.

Given her experience with one or both of the answering services, while she was at the pharmacy, she was in no mood for the asinine stalling and harassing, she encountered when she called Dr. Moss' answering service person, whom she stopped immediately! She informed him, that either he put us through to someone to help us, or she was going to report him! Evidently, that brought success, where I had failed. *Right away, Dr. Moss called, and decided to have the cast removed!* Having seen to it that the cast was removed, Dr. Moss scheduled a follow up with him. That caused me to leave Dr. Hanff on December 30, 1987.

As I retrieved my things from there, the lady receptionist, asked me why I was leaving them. I briefly explained the circumstances to her. It was a cordial exchange. Dr. Moss postponed the appointment until on or about January 4, 1988.

When we arrived, he with a female beside him, dictated his refusal into his hand held micro mini audio tape recorder, similar to the one via which Ruth was recording. No one asked permission to record. He repeated, that he had no expertise. He like, Dr. Hanff, is an orthopedic surgeon.

Ultimately, I inquired of him, that if he had no expertise: why was I there? It would have been immensely less damaging, had he just refused himself and let it go at that, but instead, he unnecessarily meddled: referred us to others, including Dr. A.O. Bonati. Medical malpractice lawsuits against him were, or were to become, several. We got caught in them. However, all was well, long after attorney Webb's call on or about February 1, 1988, during which he came for Dr. Hanff against us!

Records from Dr. Moss fail to mention any recording, and fail to reveal my records alleged to have been sent to him from Dr. Hanff. I handled attorney Webb's aforementioned call. Meanwhile he had relegated us to dealing with him via Ms. Czinzi Bartells and Mr. Nikitas Hourdas. Both, like attorney Webb himself, have unjustifiably damaged us.

Ms. Bartells became known for her refusing to allow us to talk with attorney Webb, while Mr. Hourdas (like attorney Webb), refused to get Colonial Penn to do anything whatsoever to help. He even scoffed at the idea that Colonial Penn had committed to pay, as much as they did, in fact, eventually pay, at my one on one behest, with respect to vehicle damage and vehicle rental.

Mr. Hourdas claimed, that Colonial Penn/Ms. Harris' commitment was oral, and would come down to their word against mine, a liar's contest, he added. We had needed no stronger justification to do the extensive audio tape recording, that we had already commenced.

Attorney Webb alleged he was in receipt of my records, and further alleged that they were from Dr. Hanff, who has progressed to bizarre methods including sending the police after me to prevent releasing the records to me. People remind me that Dr. Hanff, is required by law to release them. I remind them, that we're in Florida, more specifically: West Pasco County, Florida!

Attorney Webb informed me that the records included an item he referred to as really something; that this Gill, this PA really blasted me. Why was attorney Webb not blasting the PA and Dr. Hanff? Attorney Webb's being hard wired in the reverse direction, evidently dates from the instant he learned (maybe on the very same day it occurred?) of the Dr. Hanff/Mr. Gill bad cast incident.

I received the records on or about February 2, 1988, and found them to reflect untruths, and as attorney Webb had alleged, the article "alleged" to have been solely the work of the PA, really was something, and he really did blast me. It was a red herring to camouflage malpractice and in the process it exacerbated it!

Dr. Hanff had "pushed the button" William R. "Bill" Webb's button that utterly devastated our lives! The damage is irreparably immense, nearly beyond comprehension! How many of the remaining 170 who attorney Webb listed as his (button pusher) benefactors, could have done so, could have put a hit out on their opposition, could yet do the same to us and/or others. Consider the extended influence of the list itself in the same category: frightening!

The article has earmarks as having been concocted by other than the PA: attorney Webb, logically. The article even alleges, that I had threatened with my attorney. Who would that have been? Attorney Webb is only the second attorney we'd ever had. The first, 1952, was young H. O. Attorney Finkleman who was attorney Webb's antithesis attorney Finkleman was "for" us.

Yet another of their hallmarks of infamy, is how they primarily attacked Ruth, while making it appear that they were primarily attacking me, never mind that they do not mention her, she is the more vulnerable and therefore she is the prime target. Attorney Webb is assumed to have known as much, and is responsible for making others involved thus aware. As might be expected: the other records are also falsified. It, however, has backfired on them.

Following the coming for Dr. Hanff against us on or about February 1, 1988, attorney Webb
(a) again made himself inaccessible, instantly after said (phone) call

(b) again relegated us to dealing with his staff

(c) refused to acknowledge receipt of my letter of February 13, 1988 via which I protested his coming for Dr. Hanff against us, plus the fact that he refused to forward it to Colonial Penn but did forward them a copy of Dr. Hanff's malpractice assault on us which, of course, stemmed from the December 28, 1987 bad cast ordeal, just the fourth day after we had hired attorney Webb

(d) refused to advise us that on February 22, 1988 he rejected a Colonial Penn offer, leaving us to learn of it in April 1998 through the State of Florida Department of Insurance and Treasurer (Re: Colonial Penn's letter of April 14, 1988 to the Department) and,

(e) also refused to acknowledge receipt of my letter of February 25, 1988 via which I asked his help regarding a claim related vehicle rental financial crisis, leaving the issue still open to date.

We discharged attorney Webb and his firm. Re: our single sentence letter of March 21, 1988, hand delivered by Ruth to attorney Webb/his staff on said date: Effective immediately we are discontinuing with you and your firm.

During March 1988, near its end, attorney Webb's benefactor and replacement attorney Jack B. McPherson withdrew. He not only lacked grounds, but had forfeited the right to legally withdraw. His withdrawal, in fact, occurred within the three business days that belong strictly to the client.

During April 1988 the State of Florida Department of Insurance and Treasurer promised and then refused to have Colonial Penn remove their allegation that I was negligent, while no mention was made of the Accident Report, which showed that Colonial Penn's insured alone was negligent.

During May 1988 Colonial Penn kept tightening the dealing one on one requirements until they ultimately required verification over attorney Webb's very own signature, that we had discontinued with him and his firm. That, of course, he refused to give. Re: Colonial Penn had kept the matter oral. However, once we had allowed attorney Webb to return, they dropped the restriction and solicited us, in vain, by letter, as if attorney Webb did not even as much as exist!

During May 1988, on or about the 22nd, I called and Ms. Bartells confirmed that attorney Webb would not confirm to Colonial Penn that he was off the case, and that he would not even as much as talk on the phone with them. She then asked whether I wanted to re-hire him. He had delivered his message, as aided and abetted by his benefactor attorney McPherson, State of Florida, Colonial Penn, and by his very own agent Ms. Barrels.

It was supposed to have been a re-hire, which requires a new contract. However, no new contract exists! The liability for that lies with attorney Webb. So, what we have is: he and his firm were fired but never re-hired. The other aspect is, that before he was fired, he had rendered the contract voidable: void as to him and his firm but not void as to us, unless we so elected. Had we known, we would not have to had fired him, but simply left him and his firm legally obligated to fulfill obligation of contract pro bono and possibly be additionally liable.

Or, he having voided the contract as to himself, we could have voided it as to us, whereby it never had any legal existence or effect, and could in no manner have life breathed into it.

At what point in time, or by what event, he rendered the contract voidable as to him and his firm, is not material, as long as it occurred, inasmuch as it voids the contract as to him and them but not as to us, unless we so elect, and we/I have not so elected. Therefore, William R. "Bill" Webb-Carlson, Meissner, et al. continue under contract to us/me from day one. They are obligated to execute the contract pro bono and are additionally liable, Civil and Criminal, in no manner overlooking the enormous monetary magnitude as to punitive damage.

Had attorney Webb accepted that we had discharged him, he would have found himself at a distance from us that would not allow him to do that which he could do at close quarters: continue to not represent us but to represent himself and Dr. Hanff against us, with the spin-off benefiting Colonial Penn Insurance Company, et al.

That, of course, explains why he wanted to come back and be near us, continuing to masquerade as our attorney and doing as much damage to us as he could get by with, not only until we gave him the ultimatum of represent us or else, but also thereafter, continuing even now.

On May 25, 1988, we did not re-hire him: just allowed him to resume. We were ignorant of the Law. He is assumed to have known it, and to have made it known to us, but he harmfully did not. *Evidently: not satisfied with just resuming in said manner, he wanted to humiliate us in the process, as he tried, in vain, to force us ask him to resume! That we flatly refused to do!*

He then instructed me to commence visiting a Dr. Paul F. Wallace, two trips and over 200 miles total, with Ruth doing all the driving: not a best of things, given her condition: already known to attorney Webb. Now, we know that "much too soon" meant NEVER: if left to him and his firm!

Via letter during October 1988, attorney Webb informed me, that Colonial Penn had made an vehicle damage settlement offer. Via my letter of October 26, 1988, I rejected it and, sent him the required two estimates, the lowest of which was the least I would accept ($2,987.00) which was paid in January 1991, in spite of him, his firm and their unlawful withdrawal.

He doesn't mention the offer of February 22, 1988 that he rejected. Also, via said letter, he confirms that they were to present our claim and, with it, my auto damage repair demand: if greater than Colonial Penn's offer.

I again audio recorded attorney Webb on November 17, 1988. I was received coarsely, vulgarly! Not knowing whether Ruth was also on the line, he informed me that he had seventy **"goddamn"** files to review that day, and thought I had **"pissed"** Dr. Wallace off.

He went on to inform me, that I was to take more therapy and was to check back with him in eight weeks. Dr. Wallace returned my call on November 21, 1988, and asked me whether I wanted to settle my claim? I answered: yes!. Hence his report of November 22, 1988, a copy to me from him and another to me from attorney Webb.

Via Said report, Dr. Wallace
(a) informs attorney Webb that both Ruth and I have heart illness and in her case it is serious and that she apparently has a short time to live **(b)** informs him that I had gotten off and was trying to keep off the medication I had been taken (1972-1978) for depression **(c)** informs him that I was in tears over the grave outlook with respect to Ruth, and **(d)** informs attorney Webb that I had reached MMI/Maximum Medical Improvement. His prognosis squares with Dr. A.O. Bonati's of eight months earlier, with which we were willing to go, as early as May 25, 1988. Re: when we acquiesced to attorney Webb's return.

Furthermore, excluding the depression matter, what Dr. Wallace told attorney Webb concerning our health, squares with what we had already orally told attorney Webb. Good to have it in writing! In other words, having received Dr. Wallace's report, attorney Webb could no longer get by with claiming he did not know of the grave nature of Ruth's illness, which he treated heinously.

During January 1989, we received a letter from attorney Webb, hence the meeting of February 10, 1989, during which he promised: that within the very next two weeks, the demand letter presentation would be sent, and that he would call us on (Monday) February 13, 1989. However, it was September 19, 1989 before he would allow us to contact him.

Meanwhile **(a)** we tried in vain to contact him well into March 1989 **(b)** we backed off and allowed him time that we could ill afford **(c)** Ruth was rudely turned back by Ms. Bartells during the last of July 1989, and **(d)** I called on August 2, 1989 only to be shocked by the news that our representation had been turned over to a Jim Dodson, who, during my immediate call back, I was told was an attorney, and was with their other office in distant, toll call area, Clearwater, Florida.

I show over ten dollars in calls to that number only to be **(a)** informed by attorney Dodson that the demand letter would be mailed by noon on August 3, 1989, and **(b)** to be shut out on said date. He refused to receive or return calls, and refused even to acknowledge receipt of my mail to him, Re: my letter of August 10, 1989 and of August 18, 1989. Finally, on September 19, 1989, attorney Webb returned my call of said date!

I audio tape recorded the call, in it's virtual entirety. Incredibly, he personally evaded making any reference to the (unnecessary step) demand letter. He came across dry mouthed. He came across as one who was facing a situation so novel that he had totally discounted it until our calls came pouring in as of the last of July 1989, ever tightening the chances of his lawfully escaping!

He came across as one who had shockingly been caught in his trap he had set for us. He ultimately came across as one whose boundless ego demanded rehabilitation, and that concerned me more than the rest combined! A virtually parallel set of circumstances would occur commencing near the end of June 1994, whereby his expanded villainy would come to fore!

During the call or September 19, 1989, he failed to hoodwink me with respect to what had occurred during February 1989 and thereafter. And that, of course, included that he had attorney Dodson take over our representation. Appearing to have to some extent, regained his salivation, he admitted that he broken his solemn commitment of February 10, 1989, but promised he would get the matter all straightened out, just who was in charge of our representation, and that he would call me on the very next day, and he would try real hard to do it. The call ended on a cordial note.

He commenced the call with such as, listen, I got a message you were dissatisfied that I let a law firm partner look at your file! I let him know that looking, was in no manner the problem! That, however, did not dissuade him from continuing to babble on and try to exonerate himself: yet another taboo if one dares take the Florida Bar seriously, to say nothing that at the time, he is reported by them to have been sitting on their panel. Given their across the board 98/2 in favor of the complained of lawyer, and we have a virtual zero chance as to an outsider complainant. Read the books, basically by lawyers, who say, forget the Bar! Get the lawyer before a jury! In Florida?

As prior indicated, having exhausted his excuses, he then promised that he would straighten matters out and would call me back the very next day. However, on September 29, 1989, Ruth and I found ourselves in a meeting with him, not knowing why we were there: for his proposal.

In the process of making his proposal, he left and returned a number of times without even as much as excusing himself, and uttered **"bull shit'** clearly heard by Ruth, and me. Hark back to **"goddamn and pissed"** during my November 17, 1988 audio tape recorded phone call to him!

During said meeting, he made a proposal of which he volunteered, not even his very own law firm partners agreed, neither did he claim that it was even as good as the in place but obscenely overdue demand letter, itself he failed to mention. Nevertheless, the proposal would get him out of sending it. As we departed, and just out of his hearing, Ruth asked "What do you think?" I answered, that it looked like something (favorable to us) was finally going to be done. Twenty minutes later (as we dined), I answered "I THINK, WE'VE BEEN HAD!

For more than three days we writhed as in the bowels of hell. I myself rested neither day nor night. I doubt whether Ruth fared any better. We agreed that it was the most stressful time of our lives, including that we felt inextricably trapped.

Accepting his proposal, would be tantamount to endorsing all he had done to us in the past and likewise would pre-approve worse to come! It seemed, it was either accept it or fire him and face what we did secondary to our having fired him on March 21, 1988. As it turned out, we neither had to accept nor fire!

In reality it boiled down to: we had fulfilled obligation and he had not! We knew it, and above all, he is assumed to have known it. It was yet another event to further punish us for his wrongdoing!

Illegally protected by the system, he was in great shape. Legally, he was and is in grave shape: **(a)** he had rendered the contract voidable: void as to him and his firm but not void as to us, because we did not so elect and **(b)** a State judge who grants a withdrawal impairing obligation of contract, is himself in violation of **THE CONSTITUTION OF THE UNITED STATES.** Re: Article I.

The foregoing notwithstanding, if a State judge's ruling is not challenged, it may well stand, including under *Color of Law;* about which. it hurts not to know. We learned tragically!

Our two letters of October 3, 1989 puts the whole matter in focus: get on with doing that which he had not done, but had promised to do in getting himself hired, allowed to return, and endured, or come up with a mutually acceptable alternate. He unlawfully withdrew. We were stuck with it!

Having had him/his staff verify receipt of said letters on said date; having not had any other response, and unwilling to allow him to pull another stunt such as he had when we fired him and his firm, I called on October 4, 1989 and insisted that he return my call! His return call came in and was concluded all between 6:00 and 6:30 PM on said date.

As we commenced, I got right into, my still unanswered accident related vehicle rental financial crisis letter of February 25, 1988. I was still suffering the loss. Furthermore, by that time, Colonial Penn owed in excess of $10,000.00, based on what they eventually paid. He stiffed me right there as he barked: **Bob! Bob! Do you want me to represent you!** *How absurd! Absolutely: Ruth and I wanted to commence being be represented! Was he going to do it, or force us to have others do it?*

I put a question to him that had every right to be asked and be answered sensibly: *that depends on how much we owe you!* He claimed that he didn't have it figured. I asked him to give me an estimate . . . that I would wait. He stiffed me on that too!

He expressed, that it was not going to work that way; that he was going to withdraw and lien the file. I expressed that he had done nothing (for us). He responded that it did not matter. I expressed that I thought he needed to have Court permission to withdraw. He expressed that he did not because: ***THE CLAIM HAD NOT BEEN FILED!***

So that was the game he had been playing? From the time he heard that Dr. Hanff had put the bad cast on me, he and attorney Webb had evidently determined that they were going to make us rue the day that we ever heard of William R. "Bill" Webb and/or Henry Hanff, MD!

It was no less than a four pronged assault aimed to **(1)** punish us for having fired him **(2)** run the clock out on Dr. Hanff being sued for medical malpractice **(3)** punish us in behalf of Dr. Hanff and **(4)** come as close as he could to time barring our complaint, and punish us relentless in the process. As to Ruth, it amounts no less than attempted murder with heinous crime tagged on!

Had he covered all the bases? evidently he thought so! He thought wrong! We were dumb but we would learn, and we were committed even unto death, as he was to learn!

In any event, given his connections, why should he worry? Did his benefactors include the Sheriff who himself is a Florida lawyer, and could he be counted on to unlawfully help? Yes! Did his benefactors include the State Attorney and could he be counted on to unlawfully help? Yes! Did his benefactors include a fellow lawyer who was also a United States Congressman and could he be counted on to help? Yes! Was the United States Attorney General also a Florida lawyer? Yes! Could she be counted on to protect him and his protectors? What choice has she? ***They have vitiated whatever contract with anyone or anything of any decency, have they not?***

Our letter of October 6, 1989 (confirmed by them as having been receive on said date), acknowledges attorney Webb's withdrawal, unlawful though the withdrawal is, the letter, nevertheless, limits the scope of his deception: that alone a gain of heroic magnitude!

Prior to our letters of October 3, 1989, all or virtually all of our outgoing letters had not been dated and signed as having been received. In fact, our letter of March 21, 1988 whereby we discontinued with attorney Webb and his firm, was itself hand delivered on the date it carried.

It was also sent to others, however, William R. "Bill" Webb/his staff did not sign as having received it; neither to this day has attorney Webb acknowledged it or that we fired him (and his firm). His wording was that he and his firm "still" represented us. Obligation to represent: is The Key! Attorney or not , withdrawal or not, it's: who is legally obligated and to what extent

Dear Mr. Blevins:

I wanted to confirm our telephone conference of October 4, 1989 in which you reconfirmed that you did not desire to furnish a statement to the insurance company that I felt would be helpful in obtaining a settlement of your case, even after understanding that I would, of course, be present during that statement and understanding that if it was necessary to file suit, one of the first events that would take place would be that the attorney for the insurance company would be entitled to take your sworn statement. You further expressed dissatisfaction over the matter of your representation and I advised you that you had the absolute right to obtain other representation if that was your choice. You advised me that you wanted to know what the costs would be that you owed in the representation and that would be a factor in terminating the representation or not.

I advised you that I felt that there had been a breakdown in the attorney / client relationship and that I was withdrawing from any further representation of you. I have enclosed a copy of correspondence sent to the carrier stating same. I have also enclosed a statement for costs that have been expended.

Re: *the foregoing as italicized* constitutes the salutation of attorney Webb's letter of October 9, 1989, and the body of it in its entirety. There is nothing there that justifies withdrawal, and there is little need to give it any attention in that respect. However, I use it as an opportunity to point out even further, the extent of his absurd and irreparably damaging deception. END OF 11JUNE22

There was a telephone conference. I did reconfirm that I did not want to furnish a statement which I was in no manner obligated to furnish. I "did not" express dissatisfaction over the matter of my representation for none ever existed!

I complained of reverse representation which is all that had existed, and with the resultant irreparable damage! I did answer that whether we continued with him depended on how much we owed him. I had every right to ask, and he was obligated to answer, and to do so with forthrightness, and not use it: to attempt to exonerate himself or his firm.

I don't really care whether he felt there was a breakdown in relations, inasmuch as we had in no manner caused it, neither does he dare claim that we had, which leaves one possibility, does it not? The absurdities of all absurdities: it took him from March 21, 1988 until his letter of October 6, 1989 to confirm to Colonial Penn that he was no longer on the case, when legally he was, and is!

On October 16, 1989, I made a less than twenty minute call to Colonial Penn, wherein they removed their claim that I was negligent. My approach: prove it or remove it, as I challenged their agent Mr. George E. Cox, Jr., to review the applicable Florida Traffic Accident Report with me. We had not much more than commenced to do so, when he expressed, that I was not negligent, and then, asked what I was willing to do.

That's what the false allegation was about: cheat us via compromise! That's what I had expressed to attorney Webb, including via one of our two letters of October 3, 1989.. I reminded Mr. Cox, that the allegation was to be removed and at once, or else Colonial Penn would face me in court, and soon! Whereupon, he informed me that I would need an attorney: an audio recorded, piece of unsolicited advise in keeping with their damaging duplicity. = END OF NV1127XA 9 1/2 PAGES

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I refer, of course, to their forcing us to hire lawyer after lawyer, while claiming they would rather do business one on one: absurd. They know how to control and conspire with lawyers with more assurance that it will not backfire than is the case when dealing direct with the claimant, and to assume otherwise is to be unrealistic. In our case, they got caught all three way fraud **(1)** dealing direct with us **(2)** with lawyers posing as our lawyers and **(3)** through their own #1 Hired Gun.

That it was I who ultimately had Colonial Penn remove the allegation, constitutes by legal definition a Colonial Penn/Attorney William R. "Bill" Webb, and firm/attorney Jack B. McPherson/ the State of Florida conspiracy, including criminal felonious conspiracy does it not, and if not, why not? Removing the allegation in no manner compensates for the damage it causes, and as to Ruth that is a most serious offense. Finally, being fully aware, that the closer to the statute of limitations the greater their leverage: Colonial Penn: attorney Webb, and attorney Meeks, played it to the hilt.

Before we reached attorney Webb's second of three successors, attorney Mitchell Meeks: Dr. A.O. Bonati, having depleted the easy PIP money, and having botched the first surgery, had refused to do the subsequent surgeries, he'd said would be needed, in order to bring my ankle to maximum medical improvement, still short of being made whole. Dr. Wallace also, said there would be residual impairment. The basic difference was, that it cost about two times as much as Dr. Wallace expressed. To discourage the planned subsequent surgeries, Dr. Bonati proposed a most grisly procedure that included **(a)** poking a hole through the ankle area **(b)** severing the right side tendon **(c)** poking it through the hole, and **(d)** splicing/grafting it onto the left inside tendon. Grotesque.

Standing before us and his assistant Fran, Dr. Bonati tossed my letter to him, in the waste can while ordering me to not write any more to him, apparently not knowing and/or not caring that his receptionist had verified in writing, receipt of the letter, and had run me a copy, which I retain. Ruth had watched aghast (on their closed circuit TV) as he botched the first surgery. He turned up in the hire of the very lawyer to whom Attorney Meeks palmed us off: (Rob Carr). Dr. Bonati was supposed to be sued by attorney Meeks and firm and by no one else. And, had there been fast and easy big money there, they logically would have done so.

At Dr. Bonati's, they seemed to be super paranoid about the possibility of being audio taped and about being caught themselves audio taping.

On one occasion, while Ruth and I waited alone in a room which had a human skeleton hanging near the opposite wall. I limped toward it as I remarked what a fine place inside it's skull it would be to hide a recorder. It was removed within the minute! On a later occasion, his nurse Fran, virtually forced a book from my grasp. She then leafed through it, and finding no surveillance devise, surrendered it..

I count fifty letters or so between Colonial Penn and us from the time attorney Webb unlawfully withdrew, and when we hired his second of three replacements: attorney Mitchell L. Meeks-Barr, Murman et al. All we had to show for it then and to date is a comparatively paltry $3,761.60: not much of a return, for all these years, with the inherent immense irreparable damage, basically because attorney Webb represented not us/represented Dr. Hanff; Colonial Penn; et al. against us.

The aforesaid amount represents the $2,987.00 for vehicle damage plus $774.60 partial payment for vehicle loss of use. By Colonial Penn's very own commitment, vehicle loss of use had grown to more than $18, 272.00 @ $16/day. Re: Ms Maggie Harris, audio tape recorded, on or about May 5, 1988. However, they had forfeited their right to enforce that figure, and were obligated to pay the going rate, which at the time of the accident was $21/day, which then gives a total of, say $23, 982.00. Subtract the paid $774.60 = $23,207.40: to date still owed as a base figure.

Factor in: escalation plus interest; plus Ruth virtually always served as my chauffeur. Factor in her condition, plus punitive damage, and we come up with the ultimate realistic number.

By the time we realized the statute limit was 4 years, not 5, it was near the end of November 1991. That left us three weeks. We did not want to hire another lawyer except to file our claim, and then allow us to continue dealing direct, with that added leverage. We had not only become lawyer shy, but had been convinced by Ms. Bartells, that attorney Webb was demanding full cut. We remembered that about a month prior, that we had joined Montgomery Ward Insurance Companies Legal Services Plan: to have them send letters, make wills, and give legal advise.

We learned that, indeed, their "Plan Lawyers-Law Firms" would handle the filing problem, and the plan guaranteed a close by lawyer-law firm was available: Robert H Lecznar. He said he could do it, and it would cost $500.00. We approved. He reversed, wanted a full cut. To us, that meant 1/3 or less left for us. Montgomery Ward had lied to us, and would continue to lie, and would eventually, unlawfully refuse further service, and refund our money, which is not full remedy.

The next nearest was Barr, Murman, et al. of Tampa, Florida (over 100 miles/trip 400 total to be lied to and otherwise punished). They assigned attorney Mitchell L. Meeks, and on December 4, 1991 we made contact with him personally. It had taken us a week to break through to him. He accepted our proposal, that he simply file for us, but no distinct date was set to meet with him. He informed us that there was only one cut and that it was divided out. What a (temporary) relief.

After hanging up the phone, we discussed the matter and decided that maybe he could be our full fledged attorney. However we were still concerned that we might get another "attorney Webb." Therefore, we called back, and informed him of our bad experience at the hands of attorney Webb, including that we had felt that we were being coerced, $1,500.00 to $6,500.00 total close out. Re: our meeting of September 29, 1989 with him. Re: attorney Meeks' audio taped reply:

Ultimately, the claim is yours, mister Blevins. It's not mine. The decision as to whether or not to settle at any given uh moment, during the either prior to litigation, or during the litigation phase itself before trial, for that matter, uh is strictly your decision. The foregoing is consistent with the, withheld from us: STATEMENT OF CLIENT'S RIGHTS. 10. You, the client, have the right to make the final decision regarding final settlement of a case. . . . However, you must make a final decision to accept or reject a settlement. We made a final decision to reject the Release In Full. That decision was unlawfully overturned! Re: Case Number: CA91-6383 Division; "H"

After hearing that we might hire him on a regular basis, he urged us to come in that very day, We went there two days later, on December 6, 1991, and were so taken in by his lies, that we hired him and his firm on the spot. On December 9, 1991 we delivered the file (hundreds of pages).

Once aboard, he violated virtually everything of any decency/eviscerated us! Having withheld the STATEMENT OF CLIENT'S RIGHTS from us, he used the filing of our claim against us: waited until next to the last day to file.. However, punitive damage lawsuit, and felony, I am sure, could and can still be filed. We were ignorant of such things, and he kept us as ignorant as he could.

I audio recorded us as I reminded him that he was obligated (Re: the Florida Bar) to advise us of the best alternate. In our case, it was not contingent but flat fee being the better, whereupon, he advised me that he would not have taken the case on a flat fee basis. That does not exonerate him but further incriminates him. A junior partner of less than two years with the firm, maybe putting the screws to us could have garnered senior status? Say, $7,000.00/hr looked good!

He kept us on needles and pins on the filing matter. He played it so as to coerce us into an inferior settlement whereby he would not even have to file! Where Ruth was concerned, it is a very serious offense! Ultimately, of course, he did file. Then he flatly refused to follow through.

Log Book Entry Re: December 16, 1991 Monday, attorney Meeks called at 2:10 PM. I returned his call at 2:30 PM. He reported he had talked with Colonial Penn/agent Mr. George E. Cox, Jr. who had made a $35,000.00 Release In Full offer. We rejected it.
It even excludes Ruth's pain and suffering, which he included in his filing, and excludes the $250,000.00 land improvement loss, which as it turned out, he did not include in his filing.

Log Book Entry Re: December 16, 1991, I have begun to question his motive! I believe he is focused on $/hr without regard to the fact that our contract with him is contingent fee: the foregoing at the expense of justice and fair play. I intend to write, and personally deliver a letter to him, thus heading off any thought he may have of under filing, in order to force us into a pre-jury acceptance. My ankle gave way (collapsed) three times as I tried to walk in the public library. Ruth who had waited in the car, said she had seen me almost fall as I entered the library.

Albeit we had hired him on December 6, 1991 and had kept after him thereafter to not take such risks, the filing was done on Thursday December 19, 1991, which was just a single day away from the last day before the claim would have been time barred. He had played the filing for virtually all it was worth, in order to coerce us into an unfair settlement, thus allowing him to not even file.

Log Book Entry Re: January 21, 1992, I came down with the flu and canceled my golf for next day. January 29, 1992 **(a)** since Tuesday, ankle is worst since I can remember **(b)** Attorney Meeks called at 1:53 PM. The call ended at 2:10 PM. During said call: he said he would give us $40,000 clear to settle. We could not bring further suit against Dorothy Wanke/ Colonial Penn. He says it would not keep us from suing attorney Webb; Dr. Bonati, et al. Need that in writing

Log Book Entry Re: January 1992, He says we will have to advance $7,500-$10,000 for litigation, should we decide. That's incredible! Had we not decided to sue, we would have hired him merely to file and not as our full fledged attorney. He has a short memory! He further states that, expert testimony on the land development impairment; and on my ankle would round out the $7,500.00 - 10,000.00 as I read him. The $40,000 clear to settle, is in contrast to the minimum of $366,110.00 he was supposed to sue for, and which Colonial Penn/agent Cox had not turned down prior to our hiring attorney Meeks. Mr. Cox had merely asked me whether I could justify it, and I had answered that I surely could. That sort of thing is all in a day's work for an industrial engineer, including myself.

Our land improvement project had been impaired at least $250,000.00.

The rest was within policy limit of money still there ($100,000.00 policy limit on bodily injury for Ruth and me, add the $16,238.40 property damage still there and still owed = $116,238.40). Those are low figures on the property damage. Furthermore, punitive damage (which itself is replete via attorney Meeks filing), had not even been included. *What we wanted, had been promised, then denied, was and is:* get Colonial Penn, et al. before a jury!

Via the offer we made to attorney Meeks, which he rejected, and then tried to revive: our claim (except punitive damage?) would have been closed out even before he had to file. Having failed in holding his delayed filing as a gun to our head, he commenced to thus hold a new one: his threat to withdraw. He exploited that: we were exhausted, and that lawyers were ever harder to hire.

Log Book Entry Re: January 1992, he said that closing out with Colonial Penn would not keep us from suing attorney Webb; Dr. Bonati, et al. We may need that in writing. Furthermore, he refused to do it, albeit he should have but did not make such disclaimer before we hired him.

His assertion that we would have to advance at least $7,500.00, does not square with the STATEMENT OF CLIENT'S RIGHTS: itself, he withheld from us. This is a prime example of his trying to apply the contract not only as a contingent fee agreement, which it is, but apply it otherwise such as suited his scheme to defraud and exploit us.

STATEMENT OF CLIENT'S RIGHTS 8.... Until you approve the closing statement you need not pay money to anyone including your lawyer. 10.... However, you must make a final decision to accept or reject a settlement. Our final decision to reject was unlawfully overturned.

Furthermore, attorney Meeks did not collect any money on our behalf, quite the contrary. Did he think he had a claim on what we had collected almost a year before we hired him. He seems to indicate as much. Re: IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR PASCO COUNTY, CIVIL DIVISION Case Number: CA91-6383 Division; "H" "He explained that advances on the settlement proceeds had previously been made to Mr. & Mrs. Blevins in the amount of $1,770.75 prior to my representation in this matter."

The foregoing sentence refers to what Colonial Penn/Mr. Dave Seavy is alleged by attorney Meeks as having told him. This is yet another matter of our being punished and exploited even more due to Colonial Penn and attorney Meeks catching themselves in their very own trap they laid for us!

The advance was not the orphaned or bastardized $1,770.75, but was $3,761.60, and it was not paid to us, but to me, and was for property damage, never mind, Colonial Penn/agent Mr. George E. Cox, Jr. pulled the $1,770.75 from the wrong fund, and was reminded of it, immediately by me, including via my letter to him: so, their claims to the contrary, it can't be accepted as an oversight.

What it really amounts to is, that if attorney Meeks had a claim to the $1,770.75, he had a claim to the $3,761.60, and to the $2,170.75: the draft for which Mr. Seavy gave us at the time and place he refused to give us the Release In Full draft. That inconsistency constitutes fraud. The PA home office, we and Mr. Dave Seavy mention the $2,170.75 draft, but who else, if anyone, does?

Attorney Meeks demanded that on March 5, 1992, we meet with him face to face at his place, without regard to the fact that we informed him we had not gotten over the flu and therefore were not up to driving (the trip of over 100 miles). Therefore our daughter Kimberly chauffeured.

Immediately upon our arrival, Kimberly, read our heart doctor' note to attorney Meeks, and then handed it to him. The note, warned against subjecting Ruth to undue stress, such as might be generated by meetings. He refused to go forward with the $250,000.00 land development impairment issue. Then he herded us into a room with orders to read and sign his (unnecessary) contract amendment within forty five minutes, or else he would withdraw and lien the file.

Kimberly reminded him, that in repeatedly coming in and prodding us, he was impairing the deadline he had given us. He left long enough for us to vote unanimously to walk out without saying good bye. He ran after us, and managed to have us return, not to the room but, to his office, when and where, he sweetened the pot by $500.00, allowing us to deal direct with Colonial Penn on Property damage, which had become in excess of $20,000.00.

We signed under stress duress and soft deceit, which accounts for the fact that we never really got a chance to read his proposal until we arrived home. We found we had been tricked! Sweetening the pot and his commitment that we could deal direct with Colonial Penn had lulled us into a false sense of trust. Was there no end to the fraudulent tricks he had in his bag?

His proposal was such as to bar any further action against Colonial Penn. I called the very next morning and strongly protested. He claimed, that he had made it plain to us that it was a final settlement with no further recourse.

He gave me his employer, just a couple days to get whatever I could from Colonial Penn on property damage. Our signing his proposal, was based on our accepting $50,000.00 as Release In Full, excluding whatever we could get from Colonial Penn on property damage.

We did not need his permission to deal one on one. *However we were beat to pulp, and with lawyers becoming ever harder to hire, mollycoddling him, seemed the way to go, up to a point!*

Attorney Webb had once and for all, grossly compromised us as to retaining other representation. Indeed, after attorney Volini, who would be the next following attorney Meeks, it has become impossible to retain another. Under such circumstances, who would ever <u>want</u> to become involved? It's not just the fact that the (total of four to date) lawyers-law firms, refused to represent, unlawfully or otherwise, it is the immense and irreparable damage they cause. The greatest factor is attrition/devastation . . . a grave concern under any set of circumstances. Given Ruth's condition, it was the medically predicted difference between life and death.

Attorney Meeks, further expressed that Colonial Penn would not deal direct on any matter while we had an attorney representing us, that they knew the law. We, of course, knew otherwise. Colonial Penn themselves had solicited us to deal direct. Re: May 1988. Furthermore, one law firm (Cook of Tampa, FL), made it crystal clear that, if we hired them, we would have to deal direct with any insurance company on property damage, and they would, off the record, assist us.

I contacted Colonial Penn agent Mr. Dave Seavy and, he expressed that the money for property damage wasn't there. Why not? $20,000.00 of which only $3,761.60 had been paid, means that $16,238.40, was there.

Unless, <u>they had conspired with attorney Meeks and bargained it away. It and more was there via punitive damage. However, they are not going to pay that short of a jury.</u> We were sure that bargaining it away had occurred, and to get anything more at all from Colonial Penn, that they'd specify as property damage would prove more is there: the $16,238.40 minus whatever followed. We agreed to accept $400.00 to prove our point.

As prior stated, the draft was not for $400.00 but was for (400 + 1,770.75) or $2,170.75. Also as prior indicated, I find that the only reference that Colonial Penn had made to said draft was made via an inquiry from the Pennsylvania home office to me overtly, and via Mr. Dave Seavy on the sly. The home office, however, failed to make mention of the Release In Full.

Just why that is true, leaves the answer to logic.. Had the Tampa office deceived the home office into thinking the Release In Full in full had not been voided, or was it a home office/Tampa office conspiracy, and was that true as to the wrong fund fraud? Re: the $1,770.75 from bodily injury.

Attorney Meeks filed our complaint to include Ruth as a claimant at least as fully entitled as myself. Once so filed, he and Colonial Penn conspired to not only exclude her but to wrap every potential into one package. They billed it as policy limit. It was nothing of the sort!

Colonial Penn had managed to cheat us through attorney Meeks in a manner far greater than they were able to do in dealing one on one with us, and that accounts for why they stalled around until we had to hire yet another successor to attorney Webb, which as it turned out was attorney Meeks.

On March 24, 1992, Ruth chauffeured us to Tampa, Florida but had missed locating Colonial Penn. Then on March 25, 1992, our son-in-law Larry chauffeured us there where we picked up the $2,170.00 property damage draft from Colonial Penn agent Mr. Seavy, who at that time and place, refused not only to give us the Release In Full draft, but refused to allow us to see it, neither did it exist! What did exist was fraud. The $50,000.00 Release in Full was not there! They had fraudulently presented a lesser amount, by $1,770.75.

Attorney Webb's letter of October 6, 1989 to Colonial Penn/George E. Cox, Jr. includes "I would further request that that not issue any settlement drafts without my name appearing on them." In all cases, except the Release in Full draft, Colonial Penn disregarded said request. Had we been able to see it, we could have detected the shortage, and spiked it as fraud right then and there! Furthermore, they and attorney Meeks are assumed to have known, it was fraud and that we could not have had any control over it. In fact, Colonial Penn/Mr. Seavy later admitted as much, *and yet, attorney Meeks and firm refused to go against Colonial Penn but came against us!*

We arrived at Barr, Murman, et al. (say 11:00 AM) on March 26, 1992. It was as billed, our very last meeting with attorney Meeks. Having arrived, we still needed evidence that we had attended. I am sure they were confident we would not show! In fact, attorney Meeks had scheduled another in our very own time slot! Could he be with them and us simultaneously? By greater odds than I can comprehend, that one was: Ms. Jenny Costa.

We had neither seen not talked with her except for a few hours during an evening some eight years prior! ***Eerie!*** Jenny was there with two friends (relatives), and they agreed that we could audio tape our conversation with them. We had our proof, and then they declined to represent her!

Some may find it fascinating that attorney Meeks had claimed to us that he did not handle medical malpractice suits and had thus dumped us off on another attorney, and yet he'd had Jenny come in to take her as a client albeit her complaint too, was a medical malpractice one. Had he accepted her, he must have figured we would catch him up in that too.

As the meeting commenced, attorney Meeks gave us fifteen minutes to sign his contract variation which would have supplanted the agreement we had signed on March 5, 1992. We advised him that we were sticking with the aforesaid, and if he did not do likewise, he was in breach-of-contract! He expressed that he would fight me all the way to the Supreme Court. I advised him that he would still be in breach-of-contract,

He had left the door wide open which linked the room we were in with the waiting room. A figure appeared in that doorway. Ruth asked "Who are you?" He answered: I'm Jim Murman. I warned her not talk to him; she'd get no place with him, that he's the one who'd harassed us no end last night! What are you doing here, Ruth asked.

He informed her, that he had dropped by to see how his man/protégé was making out. He then departed, leaving the door as open as he had found it. Attorney Meeks then said: I am asking you to leave my office. Whereupon we (our son-in- law Larry, Ruth and I) departed. *We received a letter dated on the date of the meeting, from attorney Meeks via which he seemed really paranoid, thinking we had audio tape recorded him!*

He advised me to destroy such tapes as if there is some law which forbids one to audio tape as a means of self defense. Any such law would be unconstitutional: other lawyers agree.

We audio recorded as Ruth and I talked by phone Mr. Seavy, who tried to get us to donate the $1770.75 to square their books. He pleaded that both he and Mr. Cox had done wrong, and if it leaked out, he would lose his insurance agent licenses. He was trying to get us to aid and abet? That's also, what his giving us a draft not for $400.00 but for $2170.75 was all about. Once we rejected getting him out of the mess that Mr. Cox and he had created, he showed no further interest except to express: he'd just have to take his lumps, and to withdraw his offering us attorney Olsen.

In trying to dupe us, Mr. Seavy had offered to lend us their lawyer Kenneth L Olsen to go against their partner in crime attorney Mitchell Meeks, and I have audio recorded proof of it. Re: our rapist Colonial Penn, had attorney Olsen take us to court on two occasions. But, once he learned that we would not aid and abet in their fraud, he commencing in 1996 has declined to communicate.

On March 26, 1992, attorney Meeks was unlawfully granted withdrawal. Re: IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR PASCO COUNTY, CIVIL DIVISION Case Number: CA91-6383 Division; "H"

We were denied being there or even knowing where it was to take place. Re: until the meeting of March 26, 1992, attorney Meeks, had maintained we could be present, even encouraged it. Then during said meeting, he answered, what would you do there, Bob? We: would have told the truth! The truth stood to expose the essence of what had happened to us from day one.

Attorney Meeks, would not even let us know anything except, that on said date, he was sure to be granted withdrawal! We suspected, and evidence supports, that the withdrawal affair, et al. was and is a (payola) mail order business! Among other ways the court "seems to have been deceived" was that he failed inform the Court of his refusal to honor the March 5, 1992 contract revision. What kind of a conspiracy goes on between the attorney and the Court to obstruct justice?

Almost two and one half years later, I myself read it into said records, the fact that both attorney Meeks and Colonial Penn were in breach of contract since March 25/26 1992. Re: IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR PASCO COUNTY, CIVIL DIVISION Case Number: CA91-6383 Division; "H" With such incriminating evidence right before their eyes, why do these judges dare grant withdrawal?

Attorney Meeks would have had to drive essentially the same route as we had driven a number of times, and therefore I do not think he could have made it to the hearing by the time he said his hearing was to be. The court record for the date in question does not show a time of a hearing. Furthermore, the judge's name is a stamp and not of the handwriting style.

On the same date it carried, April 14, 1992, we received notification that the court had distributed funds, which being the issue of the voided Release In Full, never had any legal existence or effect. The disbursement awarded, clearly in breach of contract: attorney Meeks/his firm, all he had asked for, when neither he nor his firm were legally entitled, even had the money, legally existed.

We were awarded what was left. However, we of necessity rejected it. How could we accept money which had no legal existence without, ourselves being wrongfully involved as a result. We could have processed the $2170.75 draft, but we did not. How can they ever be that much trusted?

Receiving the notice on the same date the alleged hearing is alleged to have occurred: in and of itself arouses suspicion. We had not only been denied being at the alleged aforesaid hearing, but had been so denied all hearings prior to it. Furthermore, happenstance prevented, yet another repeat in August 1994.

We regarded having not been advised of said disbursement as the last straw in regard to Ruth's first breakdown since her initial heart aneurysm of 1986. On May 6, 1992, I delivered her at brink of death to the hospital. As they departed with her, she said to me: ***I want you to see that they get what's coming to them for what they have done to me!"*** One said don't include the foregoing, that the Department doesn't care what Ruth said. It's history and part of her legacy and belongs.

Near the end, she came to express that she could not afford to allow herself to think of anything but just staying alive. She had other worries: Humana HMO/Columbia HCA/State Farm Insurance Company . . . that she was in no manner able to ignore. Indeed, could she ignore the rest?

Those May 6, 1992, words were expected to have been her very last words to me and among her very last under any circumstance. On or about May 19, 1992, she underwent open chest surgery to implant a comparatively bulky heartbeat restoration devise, which no doubt prolonged her life, albeit we very much questioned whether it should be done, particularly at the time, given the risks!

We backed off to allow her to recover as much as was reasonably expected. That was cut far too short when in August 1994, Colonial Penn sent their lawyer Kenneth L. Olsen against us. That was secondary to my response to the Colonial Penn home office letter concerning the $2,170.75 draft having never cleared, with no mention of the not cleared Release In Full draft. It seemed they were more interested in whether I had died, than they were about the draft itself. I responded by informing them that the Tampa Office needed some stern attention. Then I had talked to agent Alice (Sumercamp) of the Tampa office. I had had expressed, that were I in their client Dorothy Wanke's shoes, I would suing my insurance company for mal-representation.

Attorney Olsen sent his first letter to our former address when he is no question assumed to have known our next address, this one: 10635 Patrick Avenue, Hudson, FL 34669.

Had the people at the old address not known, our current address, we would have once again been denied knowing there had been a hearing until it had occurred.

He had a number of choices, the best: let it ride as they had been doing since they voided the Release In Full; the worst, being precisely what he did. Except to keep us from the hearing of August 31, 1994, there is no reason why he did not send the notice of the hearing to this address!

He could have, in fact, sent it to both addresses. However, I doubt few would disagree that the idea is to not unnecessarily give ones opposite number an advantage. Likewise, I doubt that few would argue that the Bars bend over backwards (98/2) to rule in favor of the (dues paying) attorney. Books by lawyers, say don't fool with the Bar, take the attorney before a jury. Either one is a loser for me in Florida: the Florida Bar fails me, and a lawyer cannot be found to help me.

We had found out in advance of the August 31, 1994 hearing. So what? They were apparently absolutely confident that the maneuvering had assured that "if" we were there, we would be there representing ourselves pro se: lambs for the wolves!

For no particular reason, we did not reveal, until in chambers: that indeed, we had managed to hire attorney Carol Ann Volini, truly our eleventh hour attorney, as attorney Olsen referred to her. We had managed to hire her through Montgomery Ward Legal Services, the second and the last as, Montgomery Ward, without advance notice, canceled our policy, thus rendering it void as to them but not as to us, because we have not so elected.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR PASCO COUNTY, CIVIL DIVISION Case Number: CA91-6383 Division; "H" Judge W. Lowell Bray, Jr. the presiding judge dismissed the case of us against Dorothy Wanke and Colonial Penn.

In the process, he refused to consider what the Case Number: CA91-6383 Division; "H" records clearly showed, the fact that attorney Meeks and/or whomever had deceived the Court, and that Judge Bray, the evidence clearly before him, had disbursed funds which had no legal existence: were the issue of the voided Release In Full. Furthermore, he did not have the authority. It was clearly an impairment of obligation of contract/s and thus at odds with THE UNITED STATES CONSTITUTION including Article I.

We, as well as our daughters Connie and Kimberly, and the Press (Tampa Tribune/Mr. Bill Harmon) were in attendance. We would have been on the highway headed for home, had it not been that we were still in the building discussing with The Press what a rotten deal we had been dealt. It was good bye Press and all other media: TV and Radio. Out comes the Bailiff and herds us back into chambers. Judge Bray reappeared and granted a continuance. He had, he said, discovered that we did have an attorney: attorney Carol Ann Volini.

She had told him what we had told him. He admitted her. He had rejected us. I understand, THE UNITED STATES CONSTITUTION guarantees one the right to represent themselves pro se. Judge Bray expressed that it looked like she (attorney Volini) is going for "Loss of Consortium." Attorney Meeks, clearly included loss of consortium, and punitive damage in filing our complaint.

We did the same via our item, I read into the records during that August 31, 1994 hearing. The item had been dictated by, and then read back to, and approved by attorney Volini, before we left home on the day of the August 31, 1994 hearing. Therefore, it is no surprise that it squared with what attorney Volini claimed to the Court, and yet the Court record excludes Judge Bray as expressing, that it looks like she, is going for loss of consortium. What is going on? Why all the cover-up, or whatever? Did they think we could not read, and would not come by the Court records? Why are they held above the Law? Why are we held not Law worthy? Florida.

There are other errors. However, attorney Volini had stopped their steamroller dead in its tracks! Furthermore, she did it by remote control, phone calls, and fax from Ocala, Florida, evidently without even as much leaving her office. They would need to regroup! The continuance was moved from September to October, which had had given them six weeks in turning her around. What did they accomplish in that span of time?

Among whatever else, they **(a)** had attorney Volini attempt in vain to build a case against us and decided to grant her an unlawful withdrawal anyway **(b)** figured a way to fake the Court records to make it appear that attorney Webb was no longer legally obligated to represent us **(c)** figured out how to dismiss without it appearing to be an impairment of Obligation of Contract, thus trying to make it appear not at odds with the United Stated Constitution: on October 13, 1994 dismissing without prejudice, on August 31, 1994 having dismissed without such disclaimer.

We had our daughter Connie and Kenneth Joshua Swann (a family acquaintance/state official/ politician) there on October 13, 1994. Ruth had become too ill to attend, and should not have attended the hearing on (her birthday), August 31, 194. Having seen what the court was capable off, I dared not attend. I figured they would go to great length, trumped up charges: contempt of court, or whatever. I figured, they would throw me in jail at least until attorney Webb would be sworn in as judge. I have never been jailed, but have nightmares that I have been.

After the hearing, Connie and Ken met us in the parking lot. ***The Real Ken had emerged!*** He said he had ***forgotten*** his express reason for attending: to read into the Court record our document. That's unbelievable! We have sad concern for him that he saw fit to so devastatingly betray us.

Connie expressed that the air in Judge Bray's chamber seem to hiss with intimidation against her and Ken. She said that Judge Bray had departed in such a rush that she did not have time to speak her piece, which could have included reading the document Ken had volunteered to read for her.

Attorney Olsen advised her, that she did not have the right to get judge Bray to return. Strange: our opposite number would be giving advise to us/our representative.

The case was dismissed without prejudice, which as I interpret it, the Court had agreed with us: that the Release In Full had been rendered void, thus leaving the door open for Colonial Penn to be sued anew for whatever, punitive damage included, but not so limited.

That's a far cry from Judge Bray's decision before attorney Volini entered, whereby he had dismissed without such disclaimer. Was it because of attorney Volini, or because he had become aware of our own level of knowledge, concerning Contract Law as rooted in the U.S. Constitution?

He granted attorney Volini withdrawal albeit what she told the Court included patent lie and would not have made sense even if true. She claimed great difficulty in dealing with me. Illogical and a bald-faced patent lie, no less! It is illogical/unreasonable to assume that one hires one, and then make it impossible for them to do that for which they were hired. The claim that I had done so was the strength of her case.

Furthermore, we even installed a very expensive Fax machine, basically for her convenience. She used it to inform us she was not going to do that which she promised. This reeks of attorney Meeks' ongoing allegation that came true: that the Court granting his withdrawal was an absolute certainty. We thought he was bluffing/that it would be tougher.

Why do they even bother to explain to the Court other than to simply ask for withdrawal? The obvious answer is that they go further simply for the benefit of the records and not just the Court records. Anything can be put in the records, and the Court can grant withdrawal only if they do so without impairing the Obligation of Contract/s. Re: The United States Constitution.

Not just in the case of each and every claim related lawyer law firm we hired, but in all other such cases as well, we fulfilled Obligation of Contract and there can be no evidence to the contrary.

Had he not been thus disposed , he need not have bothered to attend the hearing. Had he not been convinced that he needed to do more to enhance his being sworn in as judge while still our attorney/legally obligated to represent us: he need not have sent Sheriff Lee Cannon to commence terrorizing us on October 18, 1994. Had he not seen a need for further intimidation and cover-up: he need not have sent his letter dated October 20, 1994, the second day after the initial terrorizing!

Commencing in 1992, we have resided at our present address: 10635 Patrick Avenue, Hudson Florida 34669 and have all time had a phone which on October 18, 1994 was functioning, as was its answering machine, as was our fax machine. And on October 15, 1996, the same was true, except that the fax machine had been removed. With attorney Volini out, we decided to give it up.

END TOWNHOMES 10 PAGES

At all times material to the aforementioned October 1994 through 1996, and to date, our dwelling itself was, and is situated on our thickly wooded nine acre estate, so far back in said woods, that the dwelling could not be seen from the road, neither could cries from within the dwelling be heard by any neighbor. I add, that during being terrorized by Sheriff Lee Cannon on October 18, 1994 and on October 15, 1996, we dared not even speak above a cupped hand whisper, except during the 1996 event, I very quietly called our daughter Kimberly from our bedroom closet.

On October 18, 1994 at or about 9:55 AM, Ruth and I returned home from Pasco County Government Center, near the Sheriff's office, where we'd put in our order for the Court records. At 10:00 AM, we sequestered ourselves in our bedroom, door locked, and the window double layer blinds closed. We, however, were not sure, that the outer doors to our dwelling were locked!

At 10:16 AM, we heard a loud knocking near the front door.

The knocking was accompanied by a loud voice proclaiming: we have a Criminal Action Complaint to serve! We peered out so as to detect, without ourselves being detected. ***NAZI GERMANY! ?***

We saw a hatless, otherwise uniformed, and armed (female) Pasco County, Florida, Deputy Sheriff, at the front door, and saw a so outfitted (male) Deputy milling about menacingly on our front lawn-space, thus appearing to be there to, "take us out" should we evade the other.

Ruth whispered, maybe we should answer the door, that: we always had; that maybe the Criminal Action Complaint concerned our neighbor. They had a number of times: reported that dogs had attacked (even killed) their livestock. I responded, by forbidding the door be answered as I then expressed: ***BILL WEBB IS BEHIND THIS! And, he was!***

As they moved alternately from front to back of our dwelling, we could hear such as: they are in there! I can hear them talking! They are here! Their car is still hot! After the commotion had died down, we waited for approximately an hour. Then we **(a)** very quietly unlocked our bedroom door, and **(b)** at least as quietly, we progressively opened the door, and peered out into the parlor, expecting to see one or more Deputies, ready to pounce!

It was, in essentially the same manner, that we made our way to our daughter Kimberly's home, then to our daughter Connie's home, then back home. All the time, we had taken devious routes, including, of course, while on our very own thickly wooded nine acre estate. Kimberly's son, Nathan was supposed to return with us, but there was a delay. He did, however, live with us for a considerable period commencing soon thereafter. We ultimately sent him away, for his safety. . . .

We dared not stop to check the phone until our return, even then we did not know whether it had been tapped! Nevertheless, we commenced calling the Sheriff's Department. They confirmed that attorney Webb was behind the Criminal Action Complaint, inasmuch as it was his staff, who they claimed, had launched the Complaint, as it had not been attorney Webb, either way!

The Deputy on the porch, it turned out, was Maternowski (mother of our grandson's close friend and classmate). She had left, but we managed to persuade her superior Deputy Allison to come to our home, on an invited no surprise visit, to have the face to face confrontation that they had used as an excuse to invade and terrorize us, not even using our functioning telephone to forewarn us! Having done their initial terrorizing and departed, they showed a reluctance to return to do the so called essential face to face confrontation.. They had, for a time, forfeited the element of surprise! They would regain it, and they would use it!

Deputy Allison, informed us that the source of the Criminal Action Complaint, was that we had called a considerable number of times. I informed him that the count was probably twice the number claimed; that after all, he is our attorney. Seeming to have been caught off guard, he responded: he says he's not! I responded: The Law says he is! That ended the argument. However, they continued to maintain that, our calling attorney Webb's office, constituted Criminal Activity. The following day or so, we managed to get Deputy Maternowski to come visit us.

Jackbooted Gestapo Style, she commenced by dictating: she would ask and, we would answer! I informed her that it was going to be an equal opportunity exchange, or no exchange. She simmered down and the rest of her visit was cordial enough. She conceded that the calls did not constitute Criminal Activity, but that it could possibly become Criminal if continued. Be that as it may, the point was that it had not become Criminal Activity as to us (but had as to them).

On or about October 24, 1994, a letter was received from attorney Webb. It was dated October 20, 1994 and was the first that included Ruth in its salutation. The letter was so intimidating, that it forbade us to answer the letter itself. It, however, failed to even as much as allude to the raid.

This, like his bogus withdrawal letter of October 9, 1989, I suspect, is just the kind of stuff he feels he needs in his file to exclusively flash at those who may want to take a look. I would think, that if it can be avoided, not many (including the firm's heads) will ever see the entire record. Having received said letter from attorney Webb, we had Deputy Maternowski, again pay us a visit, during which we allowed her to read the original, and gave her a copy to take along. Both she and Deputy Allison, had maintained that we lacked legal criteria to allow them to go for us against attorney Webb, as he had sent them against us. Evidently in Florida, one single lie, from one who has access to the system, is worth all the truth from one who does not!

We informed, Deputy Maternowski, that now they had the legal criteria, not verbally, as attorney Webb had used against us, but in writing, even over attorney Webb's very own signature! Deputy Maternowski seemed speechless, and left in such a hurried and apparent confused manner, that I had to rush to the door and call out to her, to make sure she had taken her copy.

That was the last contact we had with her, except at school function, and while dining at a fast food. We had our grandson Zackary along, and when he asked, why was it that the Maternowski parents seem to shun us, we advised him that when he was older, perhaps he would be allowed to hear and understand. He seemed to accept that. How does one explain to their 11 year old grandson, that his close friend's mother is a terrorist, or whatever, has assaulted the grandparents?

We tried in vain to get a response out of Sheriff Cannon personally. Then, once it was a virtual certainty that attorney Webb was going to be sworn in as judge while still our attorney, still legally obligated to as best he could, fulfill obligation of contract, out came Sheriff Lee Cannon.

On January 28, 1995 our grandson Nathan, called from Hernando-Pasco Community College. He informed me that attorney Webb was going to be sworn in there. We had figured Tallahassee.

I had sent my protest package to the Florida Bar there, so it would reach in time to be presented before attorney Webb would have been sworn in as judge, and yet not give them time to put a stop to the protest, including, by further Criminal Activity, no longer limited, to attempted murder!

We figured there was a direct link between the Tampa branch of the Florida Bar and attorney Webb who, I feel sure, was on the grievance committee even after he had been elected. *Furthermore, attorney Webb had demonstrated, that to become judge, he would commit murder, having already committed attempted murder and not just as to the October 18, 1994 incident!*

Furthermore, in turning in his partner Mr. James Waller Dodson, we had, in fact, also turned in ringleader attorney Webb. It was in regard to the matter of attorney Webb having turned over our representation to attorney Dodson, whose wrongdoing had added six weeks to the ongoing delay, of sending the demand letter, thus they aided and abetted each the other.

We had turned attorney Dodson in to the Florida Bar as having caused six weeks of procrastination, when in truth, he was part and parcel of the delay that dates back to when attorney Webb first learned that Dr. Hanff had put a bad cast on me, which considering the closeness of the two, logically could have occurred the very same day. Therefore, the Florida Bar, in ruling that the six weeks did not constitute procrastination, ruled that none of the other constituted it. The Florida Bar's very own Rules peg procrastination as a top taboo! But: WE ARE IN FLORIDA!

Rules Regulating The Florida Bar RULE 4-1.3 DILIGENCE *"Perhaps no professional shortcoming is more widely resented than procrastination. A client's interest often can be adversely affected by the passage of time or the change of conditions; in extreme instances, as when a lawyer overlooks a statute of limitations, the client's legal position may be destroyed. Even when the client's interests are not affected in substance, however, unreasonable delay can cause a client needless anxiety and undermine confidence in the lawyer"*

The Florida Bar (as is the case with all Bars) is packed with the right stuff. The problem is, that like the lawyers themselves, the Bars pre-commit themselves in one direction, and then act or rule in the opposite. In attorney Webb's case we were not only bucking the Bar's overall 98% or more, against us; we faced the added Webb/Bar connection, which by itself, gave us no real chance.

At Community College, attorney Webb's benefactor, Bailiff Lou Williams, welcomed us with open arms, until I presented my sealed letter of protest and let it be known that I wanted it read to the person in charge before the swearing in took place, and that it was against attorney Webb. Then the Bailiff threw me out, and even threw Nathan out simply because he admitted to being with me! In the parking lot, Nathan and his friend/classmate Nikki, brought up that our civil rights had been violated. She showed no interest to attend, nor did I dare. And so, Nathan returned, and sat by his professor: Dr. Hollingsworth, a former commissioner, who was to run and lose to the machine.

As they sat there, a Deputy Sheriff sat for a while close by. He informed Nathan that if he caused undue disturbance, he would be "taken out" as opposed to "have to leave." Taken out, is their police force parlance for "shot dead." How does that square with human rights in China?

Just as the ceremony was on the verge of commencing, Sheriff Lee Cannon came out the lower door and introduced himself. Why had he been in hiding since the terrorist raid? He informed me I could attend the ceremony but if I caused a disturbance, I could be held in Contempt of Court, that it was that kind of an event.

I advised him, that I had no intention of attending, that once I had delivered my letter of protest, and had been ensured that it would reach the proper people in time, my job was done. He then suggested a meeting which occurred in his office on February 2, 1995. In attendance at the February 2, 1995 meeting: Sheriff Cannon; his note taker, Ms. Vicki Clark; our daughters, Connie and Kimberly; and, of course myself. Ruth was, much too ill to attend. All agreed that the affair could be audio tape recorded, and enough of it was.

The meeting had not much more than commenced. I had challenged any law that allowed him to do what he did on October 18, 1994 whereupon, he informed me I would have to leave.

Connie, Kimberly, and I were very troubled, that they had even crossed our property line on October 18, 1994, to say nothing of what followed. Having been thrown out, I repaired to his receptionist's room. We talked of Little League. She and Connie worked together in it.

Through the door, I could hear Sheriff Cannon's abusiveness being fielded, soft voice, by both Connie and Kimberly. He eventually invited me back and soft-soaped me as he had come to do with Connie and Kimberly, once his caustic approach had apparently run its course. He claimed that he had to do as he had done on October 18, 1994, or else there would never be enough time to get the job done. That does not square. Up to then , it had been a one and only!

He would continue to harass. Routine calls were turned into harassment. Even when we reported that we had a two person eye witness account of criminal mischief, they refused to pursue it and I had to keep after them in order to get them to even write it up. It was an event whereby a neighborhood truck had repeatedly backed over our mail box. The lady who saw it even identified the truck. Last time I heard, they and the Florida Highway Patrol were still passing it back and forth, albeit both had interviewed the witness, and also had interviewed the owner.

They even inquired of me as to whether we had relatives in the area and answered it was so they could also protect them! Protection? Harassment! Re: another criminal mischief act reported incident was, where someone had, in the cover of night, dug up and taken away our hedge between us and our neighbor Mr. Brian Tuomey who had confessed to Ruth that he had beforehand repeatedly parked his boat trailer on the hedge, as I took photos of it and the hedge.

Our State Representative ***Debra A. Prewitt's*** grandmother, Dessie: for years our close acquaintance, lives directly across the street from Mr. Tuomey: on close terms with Debbie's father, Jimmy. While we were visiting Dessie on the very day we reported the hedge being dug up, I purely by chance, noted tools in her garage such as I had not seen prior, such as would have logically been used to dig the hedge. Dessie commanded me to not touch them, that they belonged "Jimmy!" Debbie promised to help us in regard to the attorney Webb ordeal, but then copped out. As I was finessing the matter, Debbie (quick on the take) had quipped: He's still your attorney, right?

She left us high and dry and palmed us off on Representative Mike Fasano, to whom we could not even contact, could not get past his coarse mannered front person. It became the same with Debbie's persons after her cop out. Her excuse was a likely story: she didn't know the territory.

She did not even know we were not in her district: a convenient coincidence, I find obnoxious. My request and reason was, that it was, nevertheless, her responsibility to see that Mike followed through! Was it lines on the earth, political and/or political embarrassment actual and/or potential? Re: the aforesaid family tie with Sheriff Lee Canon/attorney Webb and even the State of Florida via Mr. Tuomey. Politicians are politicians!

On another call, Deputy Labbe went to considerable trouble in attempting to be let in the back door rather than simply knock on the front. Having failed to gain entrance via the back door, and then inspect our quarters, and having returned to the front, I heard him on his phone express, I don't know. I couldn't get in to find out. Harassment! What did he expect to find? It was a matter of harassment. I ultimately resorted to answering that nothing illegal was on our property.

On yet another call, we allowed Deputy Labbe to handle a report to read, and he refused to return it until he had an opportunity to take it along and make copies of it. And, even then, it was returned only after we had reported him to his superior who by that time, could have made copies.

Those are just a sampling of the several occasions where they did not come by surprise, neither did they come uninvited, but, nevertheless, used the occasions to harass.

There continues, for example, the almost endless number of strings, none of which any have dared pull, lest they unravel the whole filthy garment, from Sheriff Lee Cannon/William R. "Bill" Webb/State Attorney Bernie McCabe, on up to who knows where! They also should begin to marvel at why this case remains open, even though we ourselves have tried to close it.

I see it as God's doing, that he is not finished with this matter. I'm with him. If I had any doubt as to who was in charge, it vanished when we found Jenny Costa in attorney Meeks' waiting room, and scheduled in our very own time slot with him. As prior pointed out, we had been in contact with Jenny only once, and that was 8 years prior, and just for about 3 hours. The odds on just seeing her there, boggles the mind. Add the voided Release In Full . . . what odds do we have?

The difference between it being closed as to Colonial Penn, came down to a mere matter of them not giving us the Release In Full draft and for the full amount. That would have left only punitive damage, not against their insured, but against them. Lawyers pursuing such as that, we have found to be non existent. Why bite the *biggest* (and filthiest?) hand that feeds them?

At the February 2, 1995 meeting, in trying to sidestep the attorney Webb matter, Sheriff Cannon made reference to the hedge incident, and informed us that he had learned that "I" did not even own the property, an untruth he could have learned by checking with the occupants, the records, or even with us. We held the mortgage and the people have, in fact, defaulted. See hereinafter.

Note that Sheriff Cannon's reference excludes Ruth. That had become typical with attorney Webb; not so with attorney Meeks.

Attorney Volini, however, refers to me, as if it were not both Ruth and I who hired her. Does she claim, that she does not still represent Ruth? Does the Court care?

In 1995, we reported the attorney Webb/Sheriff Cannon terrorizing incident of October 18, 1994, to State Attorney Bernie McCabe, attorney Webb's benefactor, to whom the Sheriff's Department dumped us, regarding said incident. The Sheriff's Department still maintained that they had a Criminal Action Complaint against us. If so why had they backed off from serving it?

Or, why did they fumble around with it instead of right away referring it to the State Attorney, or why does State Attorney McCabe also refuse to pursue it as well as our complaint regarding the October 18, 1994 terrorizing? That incident, we called by its rightful name: Attempted Murder!

Furthermore, what gave them the confidence that they could attack us in such manner with impunity? Did they have prior approval from attorney Webb's benefactor Bernie McCabe, or did they assume it? We never were able to contact Bernie McCabe personally. But, we contacted his subordinates Beverly Andringa and Robert Sumner, both of whom attorney Webb also lists as his benefactors, and both of whom rudely turned us away.

Prior to our October 1995 complaint, State Attorney Bernie McCabe's Mr. Steve Porter had informed us that we did not have grounds for Criminal Action, but that it is a Civil matter. I feel sure it is both. However, by claiming it did not involve Criminal, Mr. Porter attempted to exclude it from the State Attorney's realm of responsibility. That's what claim killers get paid for..

The only evidence we have as to the State Attorney's follow up, is the certified mail stub we received, which could be claimed was for receiving an empty package, for example. So much for certified mail. We favor the method of having the recipient date, sign and return a copy in our stamped and self addressed envelope we send. Bonus-wise, it exposes those who won't conform.

In 1994, we irreversibly, gave up our Medicare supplement, only to become victim of the recently much maligned HMO and HCA conspiracy. The HMO programs we joined were Humana, and Blue Cross Blue Shield Medicare and more. The HCA was the Columbia giant. Were it to do over, I would rather pick with the chickens . . . if I had to, in order to keep what we had before HMO.

Also, the people to whom we sold our former residence, have defaulted on the loan we carried, and there seems to be nothing I can do to bring them to terms: can't find representation. I have always felt that they and Mr. John Short were in conspiracy against us, and recent events have bolstered that feeling. They deviously tried to get me to allow them to buy the mortgage.

Mr. John Short, the one through whom the loan was arranged, having failed a number of times to follow our clear instructions, ultimately did follow them, only to threaten to undo the whole transaction, unless we paid him for his craftiness. We paid every cent he asked, and have not as yet turned him in to the Real Estate Board. Forget the Sheriff's Department.

The same John Short had been our Sheriff, concerning which, *The St. Petersburg Times won a Pulitzer, regarding their exposing his ongoing involvement in corruption: yet they refuse us!*

Maybe someone needs to win a Pulitzer on exposing them and the Tampa Tribune, and the media, radio and TV, all of whom have refused to help, most of whom show no caring, some of whom are downright abusive, and but a few of whom express empathy: fine, but it falls woefully shy!

Some have suggested getting on a talk show, writing a book . . . even the Republican Party. . . .

On December 9, 1995, we discovered that our car had burned during the evening of December 8, 1995. Our first thought: William R. Webb and/or Sheriff Lee Cannon is behind this.

We asked our home owners and auto carrier, State Farm Insurance Company, to demand an arson investigation. They refused. Furthermore it was confirmed by documentation from their very own files, that they had ***forged my signature thus removing vehicle rental with ghastly consequences!***

Furthermore, they did it while Ruth was in the Hospital undergoing the open chest surgery. At the time, she was our bookkeeper, and had a keen eye for detail. Knowing my shortcoming in such matters, I tried to at least measure up to her effort.

State Farm claimed, that I had approved the removal, over my very own signature. I told them that it came at a stressful time, and that I would check to make sure. Indeed, I found that I had been very careful in making sure that our records and theirs showed what had occurred.

I had noted on the bill reference that I kept, and on the returned draft, that I had in no manner asked them to remove the rental coverage, that it did not make sense that I would have done so when we needed it at least as much, if not far more than we had for years.

They claimed that their microfiche records in Jacksonville, FL showed I had authorized the removal, over my signature. I challenged that allegation!. They sent me a copy. We received it on or about December 13, 1995.

It was in no manner my signature, and one who did not even know handwriting from a crooked stick, could have told the difference at a mere glance. They still maintained that we had no rental coverage. Thus we had to give up the rental, with most tragic consequences..

It was while Ruth was trying out a non rental replacement, that she suffered her worst heart attack ever. Even her heartbeat restoration implant all but failed her. However, had it not been for it, she slim to no doubt, would have died on the spot.

As pointed out near the beginning of this letter, she considered driving to be crucial. The aforementioned event was on January 17, 1996, and from there she never drove again, and lasted less than a year! Fortunately, we were close to our area HCA Hudson-Bayonet Point Hospital. Even so, they informed us that she was not expected to have made it to there, and informed us she may not make it through once there. It was touch and go for days, and the first time she could not recall precisely what had occurred after her arrival whereupon she lapsed into a coma.

Once we failed to assure State Farm, that we would not drop the matter of the forgery (a felony), they came at us with a vengeance: canceled our home owners and made it clear that they would have canceled our auto insurance as well, had it not been guaranteed renewable. They set us up by lies and harassed us by phone and by letter, even after having been advised repeatedly of the grave nature of Ruth's illness.

Their answer to the car insurance being guaranteed renewable, is that, they simply refuse to service it. That fact is preserved on a message left on our answering machine by our very own primary agent: Mr. Tim Holladay, who even refuses to allow our certified mail to him to be accepted. I have noted to them that I pay under stress and duress. Furthermore, their wrongdoing, is assumed to have been a contributor to Ruth's demise.

On October 15, 1996 at 4:48 AM, glaring lights began to be played on the front of our dwelling, and were clearly visible from our bedroom albeit we had not one, but double thick, shades closed, and brilliant shafts of light came through the edges of the shades! The foregoing continued until 5:01 AM, and was accompanied by a voice and/or voices and an alternate violent rattling of our front door and of the very window of our bedroom where Ruth lay on her deathbed. One of his Deputies, advised me that we were most likely listed as troublemakers, meaning that they were to cause us trouble any time they could. That was most enlightening.

The one doing the terrorizing turned out to be Deputy (Sgt.) Nagy. His boss (female) Lt. Davis wants the credit. ***Sheriff Lee Cannon himself, was at the time, up for reelection.*** I had contacted his opposition, which as it turned out, slim to no doubt, had been but pseudo or token opposition. That left me with the distinct impression that, I'd been better off talking with Sheriff Cannon himself, inasmuch as he wouldn't have been able to smoke screen the October 15, 1996 ordeal.

We handled the terrorist assault as we had handled the one of October 18, 1994, inasmuch as we again kept as quiet as possible, and would not allow contact to be made: being well aware that once contact was allowed, they would be able to further exacerbate the matter to whatever extent.

I made it to our bedroom walk-in closet, from where I immediately called our daughter Kimberly. They had left by the time she arrived. However, her headlights glaring on the front of our dwelling, struck new terror! We also contacted our other daughter Connie, who like Kimberly, had no problem relating to the incident. They had been kept abreast of matters all along.

I claim that that, like events that preceded it, said incident of October 15, 1996, constitutes attempted murder, heinous crime, and is an assumed contribution to Ruth's demise.

We joined Humana HMO effective through 1996, and joined Blue Cross Blue Shield Medicare and More HMO, effective first thing 1997. However, with grave consequences, they refused to allow it to be that way. It was January 6, 1997 before we could get: Humana to stop, Blue Cross to start!

Customarily, I had covered all bases along the way. We had long since considered, even as much as the threat of Humana/Dr. Mattiong remaining, itself to be a damaging menace, To rid ourselves of them, was precisely why we joined Blue Cross Blue Shield Medicare and More! Before we joined Blue Cross, we had contemplated changing from Mattiong, to another Human Primary Care Physician, but were informed, that the one we had picked was even worse.

We found Humana to be all that some, if not, indeed all HMO plans are billed to be: KILL FOR PROFIT, if it comes to it! Given their influence on the hospitals, even on Columbia HCA which itself is reputed to own some ten percent of all our hospitals nationally, and we have a situation that is diametrically opposed to what it was before the HMO plans gained such prominence.

Note the bad media both are getting particularly more and more within the this past month. IT IS PURE HYPOCRISY: TO PROHIBIT AND PROMOTE EUTHANASIA; TO STAND FOR AND STAMP OUT PATRIOTISM, AND HUMAN RIGHTS, AS OUR SYSTEM DOES. . . .

During our hospital stay of September 1986 and Ruth's stay of May 1992, we were covered by a non HMO, and it was as different as day from night. Then we were treated with respect and dignity. After we joined the HMO plans, we were treated inhumanely, heinously. It became as if the hospital hated the HMO arrangement, and were venting their anger on Ruth and me, et al.! I have discussed the HMO's with a number of physicians, and all of them (other than the HMO primary care physicians), express utter contempt for HMO's!

And yet, many, but in no manner all, of them as well as the HCA hospital chain, apparently feel compelled to go with the flow, and as a result: the patient pays, and pays dearly, even with their life, when it comes down to profit or no.

I stopped (as late as 1996) at Eckerd's pharmacy to get Ruth's prescription, which the HMO Primary Physician, Dr. Mattiong had ordered, The pharmacist (Gary Grant), without hesitation, flatly refused to fill it! He informed me that there is no way she should take it. I inferred, that he felt sure it could be fatal: otherwise he would have checked, or had us check, with Dr. Mattiong! I can think of few if any ways that the HMO's and HCA could have exploited Ruth's vulnerability, that they did not at least attempt.

They claimed that their Stretcher-Limo service did not apply because I was able to drive, and cart Ruth to and from, and I did, albeit I too was a heart patient

It was Stretcher-Limo driver our former son-in-law, who at the hospital, informed us that his company did, indeed, perform the service, and did collect from Humana for doing it. Furthermore, on that particular occasion, he alone brought Ruth Home, helped her safely up the steps and into the house: typical of his company. Others take at least two.

On one occasion, the hospital released Ruth, and helped her into our car while it was raining. We got caught in a downpour between the car and the house, and I had to virtually carry Ruth up the steps and into the house. In the process, she and I got soaked! With her remarkable susceptibility to Pneumonia, that was gross mistreatment, for which both Humana and Columbia HCA are liable.

Two Columbia HCA hospitals are material: the one at New Port Richey, FL, and the one at Hudson-Bayonet Point, itself three miles from us against say, fifteen to the other. The driving time and such, is in direct ratio.

The last time Ruth left never to return alive, she was not sent directly to Hudson-Bayonet Point, but was sent there round about via the New Port Richey Hospital, Arbors at Bayonet Point Hudson, nursing care center and then to Hudson-Bayonet Point, when , In fact, she should have and could have been sent direct to Hudson-Bayonet Point at the very onset.

I talked to a doctor's aide. She informed me that Humana planned to start sending the patients to distant New Port Richey, even the ones who resided virtually on the Hudson-Bayonet Point Columbia HCA door stoop! I passed it off as some crackpot plan they had come up with which would in no manner ever come to fruition! But no, it happened on that, or the very next day!

Humana took Ruth from here, under the pretense, that they were going to take her for checkup and bring her back, as they had customarily done. Next I knew, Ruth talked to me from Dr. Mattiong's office, and told me what was going on. They were not going bring her back home, neither to the nearby HCA! They were taking her to distant New Port Richey HCA!

Once there, Ruth called and was typically very much disturbed, that they were, once again, going to prematurely release her. I called Dr. Mattiong's office, and Becky and/or Debbie informed me that they were sending Ruth back home, that it was best for her. Instead of around the clock attention, it would be sweating it out to see whether the home care nurses would even show!

And, they were going to have a death watch come in so Ruth could cry on their shoulder. Ruth had clearly rejected that option, and the rest of us had agreed, and yet they continued to try to force it on us, even sent their feces contaminated equipment to here!

I went to the New Port Richey HCA, and talked with Ruth, and wanted to talk also to Dr. Mattiong. As we talked, Ruth pointed out Dr. Mattiong as he passed by the door a number of times. He was due to visit her, but did not. I was sitting facing Ruth with my back to the door. I went to the desk and, asked that he stop in to see me. They informed me that they would give him the message. He never allowed contact with me. As prior indicated, neither did he send Ruth home, nor to the Hudson - Bayonet HCA nearest here, but sent her to Arbors at Bayonet Point Hudson, located en route from here to the HCA. A horrific option, as it turned out.

I think her appearance alone showed that she should not been sent there, but should have been sent to close by Columbia HCA. I arrived at Arbors mere minutes ahead, and before I left, I had given them my phone number, and they had promised to call me in the event that matters worsened remarkably. They had left for Columbia HCA at or about 5;00 AM, and it was at or about 8:00 AM, that they left me a message.

Realistically, they had left Arbors with Ruth in her state of unconsciousness. It is harsh reality that she was admitted to Columbia HCA in that condition, or even worse: near the brink of death. Arbors did not want her to die on their watch, hence the panic. What were the hiding? Was someone on routine rounds lucky enough to find Ruth unconscious but still barely alive. . . ?

Had she been here, she could have very probably died before I realized it: same as evidently all but occurred at Arbors. That as well as the otherwise unnecessary detours, squares with Humana's philosophy: Kill if Need Be For Profit! The proof is as clear as it ever needs to be, and I find no one willing to debate it! In fact, many profoundly agree. It's hard to deny the self evident.

I pre approved a surgical procedure that I saw as not likely to be life threatening. Nonetheless, I may not have done it, based on events which followed. They wanted to do a tracheostomy. They said they needed my signature. I advised them that they did not have it in admitting Ruth.

They claimed they did. They opened the register and pointed to it, and closed the register before I had a chance prove to them that it was not my signature. Neither, could it have been my signature. They reopened the register, whereby I pointed out that they had been mistaken. Whereby (Diane) claimed, Ruth had nodded approval, witnessed by two, one of whom, had then signed Ruth in. Why the switch? Why the ad hoc, ex post facto?

They kept badgering me and it became a major issue, resulting in them, even launching patent lies against me, once I 'd declared, my position immovable. They even managed to ally Connie and Kimberly against me until Marsha Wilde, told them absurd falsehoods as if she had been a first person eye witness to that which in no manner occurred: an error that both Connie and Kimberly pointed out to her, and advised her that such was not in my repertoire. They gained an audience with the top: Mr. T. Rice, who agreed to not have Ms. Wilde there.

I felt that it was not only unnecessary for me to sign for the tracheostomy, but that I'd be signing Ruth's death warrant! I still feel that way. They did not get my signature. They did, however, get Ruth's and our daughters' approval, and yet the tracheostomy was never done. Why?

They did not want a deceased's approval, neither did they want just any surviving relative's approval, except my own, and over my very own signature! Logically, when they admitted Ruth, They had fraudulently established that they did not need my approved.

They needed to turn that matter 180% in order to protect their very own derrière, and to blazes with Ruth's well being. The facts are there. Let them live with it, as do I. Albeit the tracheostomy was never done, the tubes were removed from Ruth for a day or so, long enough for us to have our last strictly oral, and absolutely priceless exchange with her. Had Ruth not commanded it, via her very short/and very last phone call, that I be there, I may well have missed the occasion: so effectively had I come to be intimidated and harassed by the HMO's and HCA.

On January 6, 1997, a nurse, bending close to Ruth, and in loud voice, informed Ruth that she had, good news: Humana was finally off the case. Ruth's hearing was going, and I can only hope that, she heard well enough to comprehend. Just Ruth, the nurse and I were present. On another 1997 occasion, a (no name tag) female, across Ruth's bed from me, tried to start a rhubarb, claiming that Humana was still on the case. I gave her the quiet sign and managed to get her out of the room and beyond Ruth's hearing.

Then and there. I offered and she rejected the contracts that proved: last thing 1996 Humana HMO was out, first thing 1997, Blue Cross Blue Shield Medicare and More HMO was in. She informed me that contract or no, Humana would be in charge until Ruth's release: her demise, no less! I doubt I had come even within arms reach of her, and yet, when Ms. Marsha Wilde played it second hand, or fabricated, to Connie and Kimberly, it came out bizarre.

Ms. Wilde, claimed that I had pinned the female against the wall or in a corner and had tried to make her eat the paperwork! That was the last straw for Connie and Kimberly, finally they believed what I had been telling them with respect to just who we were dealing. At no time thereafter was I to be caught even on the grounds without one or both of them at my side, except when, nature's call separated us!

Thankfully, I was there, to hear Ruth's very last audible words to me: Hi Sweetie. In a way, it was: Good-bye Sweetie. I shall never forget the endearment of the occasion, never mind, that the, close at hand, reinsertion of the tubes into Ruth's throat, put an end to oral exchange. "You mentioned my husband. Have you seen him? Is he here?" Those "Hemingway" efficient phrases, I found on a note she had scribbled to the staff, at a time they were claiming, "Ruth was no longer with it."

Nurse Diane had asserted to me, that Ruth had given up. . . . I asked her to accompany me to Ruth's bedside, that we had no problem facing such matters head-on. She declined. I asked Ruth: "Do you want to die?" With a fierce look of determination on her face, she looked at me as if I had gone nuts, and nodded: NO! I rephrased the question: "Do you want to live?" Even more profoundly she nodded: YES! I asked Diane to come in and witness it, and again she declined.

One other thing: top to bottom/bottom to top, the guards sided with me. How many times had they seen as similar scenario played out? That takes some guts. Their jobs could have been on the line. That is proof enough that, probity, integrity . . . has not been entirely eradicated.

Ruth's demise has in no manner, meant an end to the attacks on me! Quantum leaping to August 1997, Dr. Hanff's agent Mr. Aaron Royer, called me and was tape recorded threatening to have my phone services cut off. However, he ended up offering to say a prayer for Ruth, and by giving me his solemn promise that he would send a notarized copy of my records to the United States Department of Justice, and further promising to send me a copy. The closest I could come to him thereafter, was to be referred to his answering machine.

Dr. Hanff had sent, not the Sheriff who has jurisdiction, but the New Port Richey Police who have no jurisdiction, after me. They would come here, but not if I kept a closed door between us. Our son Brent, accompanied me to the New Port Richey Police Station, and as he had ultimately agreed was best, delivered my written response. Meanwhile I was keeping on the move, and was being followed at a distance, and by stealth, by an number of their prowl cars. Sensing what was up, I stopped at a yard sale. Brent had seen the last maneuver, of them turning off the main street in back of me. Brent, had evidently sensed, well enough, what they were up to!

They snatched my drivers license from me, and made taunting remarks, including "You want to play hard ball?" "So you want to be a mister tough guy?" And, they claimed that my merely driving on their streets, gave them the right to interrogate me." My hands were shaking, and I answered their questions, that all I was trying to do was stay alive. . . . Glad it was no back street!

They threatened to take me to court, whereupon I asked them to call State Attorney Bernie McCabe, and find out whether he wanted me to be in court. They seemed to be calling from their car, and when they returned, all that was wrong was suddenly all right. The departed and so did I. A week later, I received my drivers license they had confiscated. They returned it by certified mail. I received no apology from them, neither from Dr. Hanff, nor his, nor from Beil & Hay, P.A. On two comparatively recent occasions, I have been stopped by the Sheriff's Deputies.

Neither time did they press the issue after, they learned who I am and where I am coming from. Each knew us. The last was Deputy Labbe. I take little comfort in such an apparent turnabout in their attitude, and wonder just what's behind it. One thing has not changed: they still refuse to take appropriate action in my/our behalf. Commencing with the two HSMV code violations, they express that they are letting me off light because I am a nice person. It's not always easy.

What took them so long? We could have used that back on October 18, 1994 and hence, most profoundly on October 15, 1996, Re: the deathbed assault. I am quite sure they have strong reason believe that, indeed, the U. S. Department of Justice has entered. I am also sure that prior to that, they knew, that the FBI had already been thus solicited. One deputy, even asked me to reveal who of the FBI, I had contacted, and what branch office.

I doubt, however, that they are aware, that the FBI (Tampa included), expressed to me, that it was great, that I had audio taped these claim related wrongdoers. They further expressed, that I should by all means hang onto the tapes, and advised me, to write a letter to "Janet Reno" that it might take two months, but that she would answer. There seems no real doubt, that at least up to and including, State Attorney Bernie McCabe, they've gotten wind that the USDJ is on the case.

That would account for Dr. Hanff's Mr. Aaron Royer, backing of when I mentioned the U. S. Department of Justice, as has been the case with attorney Larry Hart of attorney Webb's former law firm Carlson, Meissner, et al. The Florida Bar seems curious. Furthermore, the State of Florida Department of Insurance and Treasurer (Bill Nelson now at its head) has sent me a, now fallen by the wayside, notice that in two weeks I would be contacted regarding my latest oral complaint: made to them at a time when they were coming down hard on Prudential, while having refused all the years to take appropriate action against Colonial Penn, and Montgomery Ward Legal Services, and more recently against State Farm whose forging my signature could land some behind bars.

Colonial Penn's lawyer, Kenneth Olsen, has refused to answer Ruth's last two letters, both of which were, by design, from Ruth alone. We wanted to remind them of her being an equal claimant. Both letters dealt with one subject and avoided any other handle: *What makes Colonial Penn/attorney Olsen think that attorney Meeks is entitled to any money? That was the ultimate!*

Having received a copy of attorney Olsen's letter of May 31, 1996 to attorney Meeks, but no other response, Ruth's next letter was a virtual reprint including that it reminded, attorney Olsen that it was he alone she had asked and from him alone she wanted the answer. He has never answered. Italicized: attorney Olsen's letter of May 31, 1996.

Dear Mr. Meeks:

I received a letter dated May 30, 1996, from Ruth E. (Elvada) Blevins - the subject of which discusses your entitlement to money.

Since any entitlement to money between yourself and the Blevins is a matter between the two of you - I thought it would be more appropriate if you were to respond to her if indeed you care to do so.

The Blevins apparently have no interest in receiving the monies we have repeatedly tendered in the past.

Thank you.

Very truly yours

KENNETH L. OLSEN

How could either of them explain away something that never can have legally existed? They couldn't! Two more had rounded themselves up! Perhaps attorneys Meeks and Webb, should have taken a cue from at least attorneys McPherson and Volini, neither of whom staked any claim, and were paid nothing as far as we know. However, I strongly suspect that Colonial Penn had paid off at least attorney Meeks, Attorney Volini, and Judge Bray, if not, indeed, the State of Florida Department of Insurance and Treasurer. Nothing else combined makes as much sense.

With respect to, State Attorney Bernie McCabe on down, their recently going, suspect overboard in becoming laissez faire, I do not question whether it is 100% genuine. Neither do I question the harsh light of reality: that whatever the future, we of necessity, must deal with the past in its absolute truth, as best we can reasonably perceive it at the time and the place.

Ruth's expertise included private secretary with all the skills that the vocation implies, not limited to but including expert typing, short hand, computers. . . . However, the heart aneurysm she suffered on September 11, 1986, put an end to all that and more.

It was in answering the Dr. Hanff/Mr. Webb February 1988 assault on us, that caused me to dust off an old typewriter, from our garage and get going two finger style as it remains. From then if not before, they've held us, now me in slavery.

Since then I have typed not just millions of characters but, indeed, millions of words, case related. I have the spent ribbons and ink cartridges to prove it. I have moved up from that old typewriter to this "State of The Art" **Brother WP-7550J *WhisperWriter*** word processor, on which I now type.

I have lost count of the reams of paper @ 500/ream. Ten years ago this month, the source accident occurred, and Ruth rested not until January 11, 1997 at 7:35 PM, assuming, of course, that her soul can rest until justice is rendered. This particular letter alone, represents over five hundred, two finger, typed pages. That alone translates to hundreds of hours hands on. Furthermore, it continues an around the clock crucible with no guarantee of any relief in sight.

COMPLAINT

COMES NOW the plaintiffs, ROBERT BLEVINS and RUTH BLEVINS, husband and wife, by and through their undersigned attorney, and sues defendant, DOROTHY WANKE, and individual, and COLONIAL PENN INSURANCE COMPANY, and alleges:

COUNT I

1. This is an action for damages that exceeds $10,000.00 in amount.

2. Plaintiffs, ROBERT BLEVINS and RUTH BLEVINS, are individuals residing in the State of Florida, Pasco County.

3. Defendant, DOROTHY WANKE, is an individual residing in the State of Florida, Pasco County.

4. On or about December 22, 1987, Defendant, DOROTHY WANKE, owned and operated a 1986 Buick Vehicle, Florida vehicle license number BUU40K, and was operating said vehicle on the public highways of Pasco County, Florida, to wit, on State Road 55 at or near the intersection of Windsor Mill Road.

5. At that time and place, Plaintiff, ROBERT BLEVINS, was operating a 1976 Volkswagen automobile.

6. At that time and place, Defendant, DOROTHY WANKE, negligently operated her vehicle in such as way as to violate the right of way of Plaintiff, ROBERT BLEVINS, and to cause a collision between vehicles driven by Plaintiff, ROBERT BLEVINS and Defendant, DOROTHY WANKE.

7. As a result, Plaintiff, ROBERT BLEVINS, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of earning capacity, and aggravation of previously existing conditions. The losses are either permanent or continuing, and Plaintiff, ROBERT BLEVINS, will continue to suffer these losses in the future.

WHEREFORE, Plaintiff ROBERT BLEVINS, demands judgment for damages against Defendant, DOROTHY WANKE.

COUNT II

Plaintiff RUTH BLEVINS sues Defendant, Dorothy Wanke, and alleges:

8. RUTH BLEVINS realleges paragraphs 1 through 7 as if fully rewritten herein.

9. At all times material herein, RUTH BLEVINS and ROBERT BLEVINS were and are husband and wife.

10. As a direct and proximate result of the negligence of DOROTHY WANKE, Plaintiff, RUTH BLEVINS has been and will be deprived of her husband's services, comfort, society and attention.

11. As a direct result and proximate result of Defendant, DOROTHY WANKE, Plaintiff RUTH BLEVINS has suffered mental anguish, depression, loss of capacity for the enjoyment of life, loss of earnings, loss of earning capacity, and aggravation of previously existing condition. The losses are either permanent or continuing, and Plaintiff, RUTH BLEVINS, will continue to suffer these losses in the future.

WHEREFORE, Plaintiff RUTH BLEVINS demands judgment against defendant DOROTHY WANKE.

COUNT III

Plaintiffs, ROBERT BLEVINS and RUTH BLEVINS, sue Defendant, COLONIAL PENN INSURANCE COMPANY, and allege:

12. Plaintiffs reallege paragraphs 1 through 11 as if fully rewritten herein.

13. At all times material herein, Defendant, COLONIAL PENN INSURANCE COMPANY was authorized and licensed to do business in the State of Florida, and was engaged in the business of selling and providing, inter alia, liability automobile insurance.

14. At all times material herein, Defendant, DOROTHY WANKE was covered by an automobile insurance policy issued by COLONIAL PENN INSURANCE COMPANY, including, inter alia, coverage for bodily injury liability, and property damage liability.

15. Defendant, COLONIAL PENN INSURANCE COMPANY failed to properly investigate and evaluate Plaintiff's claims for bodily injury, property damage and loss of consortium for an extended period of time so as to indicate complete disregard for Plaintiff's legitimate claims.

16. Defendant was dilatory and caused unreasonable delays in the handling of the Plaintiff's claim for bodily injury benefits so as to indicate intentional disregard of Plaintiff's rights.

17. Defendant, COLONIAL PENN INSURANCE COMPANY, raised certain defenses to the property damage claim and to the bodily injury liability claims arising out of said accident which were unreasonable, not well founded, and in some instances patently false, in reckless disregard to our rights.

18. Defendant, COLONIAL PENN INSURANCE COMPANY's agent made taunting, unprofessional and demanding remarks in the scope and course of his handling of the bodily injury liability claim.

19. Defendant, COLONIAL PENN INSURANCE COMPANY, engaged in repetitive conduct of bad faith in this case, and such bad faith conduct was committed in numerous similar cases, to evidence a degree of reckless disregard of the rights of the Plaintiffs herein and a general business practice of bad faith.

20. Defendant, COLONIAL PENN INSURANCE COMPANY, did not attempt in good faith to settle Plaintiff's claims herein when, under all the circumstances, it could and should have done so.

21. Defendant, COLONIAL PENN INSURANCE COMPANY, failed to properly settle Plaintiff's claims herein when the obligation to settle those claims had become reasonably clear.

WHEREFORE, Plaintiffs demand judgment against Defendant, COLONIAL PENN]INSURANCE COMPANY and Defendant, DOROTHY WANKE, jointly and severally, and request a trial by jury on all issues so triable.

The foregoing, I think is verbatim, however, if otherwise, it still captures the essence of claim filed on December 19, 1991, by Mitchell L. Meeks, Esquire. Barr, Murman & Tonelli, P.A. Post Office Box 172118, Tampa, FL 33672-0118, Phone (813) 223-3951, Florida Bar Number: 834505.

The foregoing needs to be updated and the several other complaints need to be formally filed, and in no manner under-filed. The wrongdoers have not only left themselves open to be sued, they have outright demanded it!

SHERIFF'S VISIT WITH JUDGE WAS WAY OUT OF LINE

Editor: Pasco County Sheriff Lee Cannon knows that rulings that could compel him to answer questions posed by Clyde Hoeldtke's defense attorneys are still under active consideration by Judge William Webb. So Cannon makes an unexpected visit to the judge's chambers. He tells the presiding judge in the Hoeldtke case that forcing him to testify will have a "chilling effect" on his ability to manage the Pasco County Sheriff's Office.

The only chilling effect here is that a man who is supposed to be an attorney spits in the face of ethics that are held supremely sacred in the legal profession. He insanely proposes that his management ability, or lack thereof, is a factor the judge should consider in his decision.

I have seen Judge Webb in action. He is soft-spoken, disciplined and unquestionably powerful in word and action. I am positive his reaction to Cannon's unsolicited intrusion into the sanctity of judicial matters will not end at the bench conversation with the affected attorneys.

What did Cannon expect to accomplish by this visit? Influence? Intimidation? Threat?

Whatever his purpose, his dangerous means to an unstated end typify a common thug.

Florence Vidiksis
Spring Hill

Italicized above: is an item from The St. Petersburg Times, December 10, 1995. *Who is Florence Vidiksis, and what makes her think that the legal profession and the media hold anything sacred?*

Why is someone not even in this County so interested in red herring blasting Sheriff Cannon as a vehicle for promoting William R. "Bill" Webb? The St. Petersburg Times was back of both Webb and Cannon and are apparently still back of Webb, maybe even both. They would no more than the man in the moon print any of the irrefutable proof that I have on both of them. Furthermore, is the above article and art piece to make it look like they are not still brothers Siamese?

To answer that one, neither they nor I have to go any further than the unlawful heinous way they conspired to get William R. "Bill" Webb sworn in as judge while still our attorney. Sounds like they jointly "think" that, aided and abetted by the press, they have themselves a pretty slick promoter. None of scrutiny will likely swallow such scrap. They had better stayed home!

Furthermore, what is it with these, who will not pick up where our other lawyers left off? Could it be that it is not allegiance to William R. "Bill" Webb after all? Perhaps they need to be given more credit. Perhaps they realize that once he rendered the contract void as to himself and his firm, there is no money there! Perhaps they realize that they would be faced with the impossible: breathing life into a contract which cannot in any manner have life breathed into it.

I think that William R. "Bill" Webb's benefactor and first of three replacements was simply in and out to help William R. "Bill" Webb deliver his message that the claim was not going anywhere but backwards with or without him. However, I think the next replacement attorney Meeks, wanted to make a killing at our expense and maybe climb up from junior partner to senior partner in the process, and that blinded his knowing what was involved.

As for the third replacement and the last to date, attorney Volini, I think she was sincere. Particularly given our case related experience at the time, I don't think she could have fooled us, particularly Ruth. I have always regarded it as a tragic burlesque that she was turned about-face.

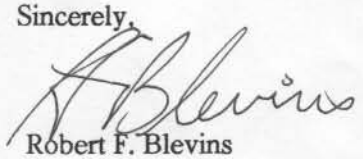
It has come down to **(a)** lawyer suing lawyer **(b)** lawyer suing insurance companies for the company's own wrongdoing **(c)** the State being sued while suing others and all of it pro bono. . . . It's a filthy garment that guarantees total unravel, pull on any thread. None of them gave integrity or probity a chance. The questions and the liability are great beyond category. The core being that we have been denied access, representation and trial by jury. Their bane their curse is that we have done nothing unlawful, indeed, nothing wrong, In our the wronged party's place how would they have acted, based on how they have as wrongdoer?

There can be no closure, neither can the wounds heal, nor the scars be erased. I must live with whatever compensation I receive which cannot ever be enough. However, the thorns have their rose: it's all right here, what's wrong with our legal system, having emanated from a ten year old still unsettled claim that has always been as airtight as it has ever needed to be.

I want you to see that they get what's coming to them for what they have done to me!
Ruth Elvada Denniston Blevins (1923 - 1997)

At this juncture, for those inclined toward justice, I have said enough. For those not so inclined, it would be useless to say more just as it will have been useless to have said as much

Sincerely,



Robert F. Blevins