

**PROGRESSIVE®**

Progressive Claims Branch  
4221 W. boyscout Blvd, S-500  
Tampa, Florida 33607  
813-801-3600  
813-877-5639 (Fax)  
Progressive.com

Underwritten By: Progressive Select Ins/Progressive Auto Pro  
Ins  
Policyholder: Bollea, Linda  
Policy Number: 21003359-8  
Claim Number: 075331293  
Date of Loss: Aug 26, 07  
Injured Party: Graziano, John  
~~Today's Date: August 29, 2007~~

Ferry and Linda Bollea  
~~1401 Court Street~~  
Clearwater, FL 33756

Dear Mr. & Mrs. Bollea:

We have learned that your son, Nicholas Bollea, was recently involved in an automobile accident. In accordance with our duties under your insurance policy with Progressive, we have opened a claim in this matter. We have attempted to contact you by telephone and spoke to a representative of yours. To date, we have not received a call back from you.

In order that we may assist you, we have at our own expense, hired an insurance defense attorney, Bryan Reynolds, to assist you with any potential civil matters. Attorney Reynolds information is as follows:

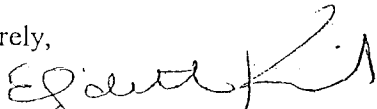
**Bryan Reynolds - Reynolds, Stowell, Parrino, Attorneys At Law - 8700 4th Street North, St. Petersburg, FL 33702. (727) 570-4660**

As your insurance carrier we are compelled to seek out and identify all other means of insurance which may apply to this loss. We are therefore asking that you contact us to provide us with any additional insurance information such as umbrella policies you may have which could potentially respond to this loss.

I am the representative acting on your behalf and stand ready to assist you in this matter. I would welcome the opportunity to sit down with you and discuss any needs or concerns you may have. I can be reached at 813-383-7423 or by cell, 813-376-1458. My mailing address is the address listed above.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at 813-383-7423.

Sincerely,



Elizabeth Kimmel Ext. 7423  
Claims Specialist

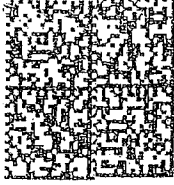
**Exhibit "A"**

BAK/ek

cc: Bryan Reynolds, Esq.

Jr. Kevin Hayslett, Esq.

Progressive  
2926 Falkenburg Road  
Riverview, FL 33569  
c13326



US POSTAGE  
\$ 00.41

Mailed From 33569  
08/29/2007  
031A 0002304244

Terry + Linda Bollea  
1401 Court St.  
Clearwater, FL 30756

PROGRESSIVE

3375646106





Reynolds • Stowell • Parrino  
ATTORNEYS AT LAW

8700 4TH STREET NORTH  
ST PETERSBURG FL 33702  
TEL (727) 570-4660  
FAX (727) 570-4665

- BRYAN W. REYNOLDS
- RANDY L. STOWELL
- ANTHONY J. PARRINO

- PHIL S. YURECKA
- BRYCE P. SPANO
- MICHAEL P. LIEBGOLD
- ALLISON A. BELCHER
- W. BRADLEY BURNETTE
- PAUL L. HAMMOND
- XAVIER J. JACKMAN
- KATHERINE V. SHADWICK

August 29, 2007

VIA FACSIMILE - 727-441-1499  
& REGULAR U.S. MAIL  
Ms. Cynthia Durlwanger  
Lewis Birch & Ricardo, LCC  
1401 Court Street  
Clearwater, FL 33756

VIA FACSIMILE - 727-449-0258  
& REGULAR U.S. MAIL  
Attorney J. Kevin Hayslett  
250 Belcher Road North, Suite 102  
Clearwater, FL 33765

Re: Insured: Linda Bollea  
Date of Loss: 08/26/07  
Claimant: John Graziano

Dear Ms. Durlwanger and Attorney Hayslett:

Be advised that I have been contacted by Progressive Insurance Company to represent the interests of Nick Bollea, the owners of the vehicle involved in the accident and the parent who would have signed for Nick's driver's license. I have contacted both of your offices trying to make contact with the Bolleas, but have not been put in contact with them or their representative. Progressive insures at least some of the vehicles owned by the Bollea family. Progressive needs to confirm the tag number and vin number on the vehicle involved in the accident so that they can confirm what coverages apply. I am requesting an opportunity to speak with whomever is appropriate about the potential civil case and thoughts on being pro-active in this matter. If this firm or my representation is not acceptable to the Bolleas, please let me know so that Progressive can hire their insureds another civil defense attorney. Your prompt attention to this matter is appreciated.

Sincerely,

Bryan W. Reynolds, Esquire  
BWR/bwr

cc: Ms. Elizabeth Kimmel - by fax 813-870-1647

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- Board Certified Civil Trial Attorney
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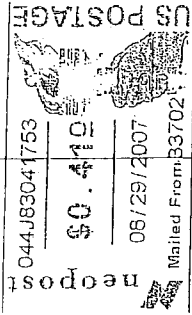
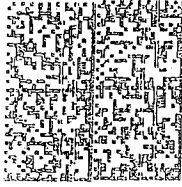


Reynolds • Stowell • Parrino  
ATTORNEYS AT LAW

8700 4TH STREET NORTH ST PETERSBURG FL 33702

AUG 30 2007

Ms. Cynthia Durlwanger  
Lewis Birch & Ricardo, LCC  
1401 Court Street  
Clearwater, FL 33756



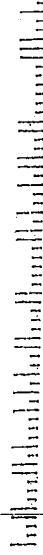
044J83041753

\$0.410

08/29/2007

Mailed From: 33702

33736+5145-01 C016





MOFFIS SANDY WEINBERG, J.A.  
SWEINBERG@ZUCKERMAN.COM

September 19, 2007

Mr. Terrance Bollea  
Mr. Nick Bollea  
130 Willadel  
Belleair, Florida 33756-1942

Re: Legal Representation

Dear Terry and Nick:

This letter will confirm our undertaking to represent Nick Bollea with respect to any potential criminal charges brought by the Clearwater Police Department and/or the State Attorney's Office against Nick for the August 26, 2007 car accident. This will also confirm our undertaking to represent both of you with respect to any civil lawsuit that may be filed in the future regarding the car accident and injuries to the passenger, John Graziano. It is our practice to set forth the terms of our representation in writing.

Our legal fees for the services described below will be computed by multiplying the number of hours spent by our legal personnel by the hourly rates for such personnel in effect at the time the services are performed. The present rates of our attorneys range up to \$800 per hour. The rates of the attorneys working on your matters are:

Sandy Weinberg	\$550 per hour
Lee Fugate	\$475 per hour
Marcos Hasbun	\$300 per hour
Simon Gaugush	\$265 per hour

While I anticipate the attorneys listed above will be doing most of the work with regard to this matter, we may find it necessary to consult with other attorneys at the firm, and the charge will depend on who does the work. All of these rates may be adjusted from time to time, and if so, the newer rates will apply to the services rendered from the time the rates go into effect. We will, of course, inform you immediately if and when those adjustments occur. We will send our bills to you on a monthly basis.

In addition to our fees, you will also be responsible for all costs of representation, which include experts, long distance and mobile telephone calls, photocopying, travel expenses and the like. Any time we incur a cost in excess of \$1,000, we will send that bill directly to you for payment. For costs less than \$1,000, we will advance the sum and bill you for it on the monthly statement. We will send



ZUCKERMAN SPAEDER LLP

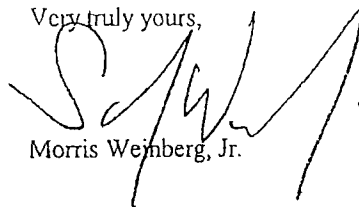
Mr. Terrance Bollea  
Mr. Nick Bollea  
September 19, 2007  
Page 2

you this monthly statement showing the amount of the fees and costs incurred, according to the information shown on our computer printout, as of the end of the preceding month. We reserve the right to seek to be relieved of our representation if our invoices are not paid within a reasonable time.

As discussed, we require a retainer for fees and costs from clients before starting work on their matters. We believe that an initial fee retainer of \$250,000 would be appropriate, along with a \$50,000 cost deposit. We shall then bill you monthly for the time charges and disbursements made on your behalf. When the aggregate amount of a statement equals or exceeds the initial deposits, we will ask for an additional amount to bring the retainer and deposit back to the initial level. Of course, if the retainer amount is not exhausted at the conclusion of our representation, then any remaining sums shall be returned to you.

If you find the above arrangement acceptable, please sign the original of this letter and return it in the enclosed, self-addressed, stamped envelope. I very much look forward to representing you in this matter.

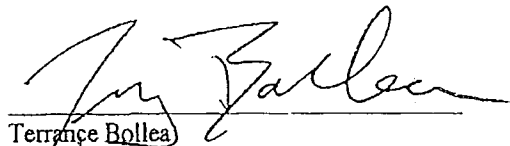
Very truly yours,



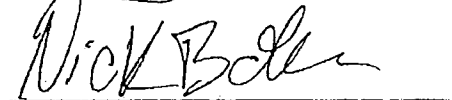
Morris Weinberg, Jr.

MW:kmo  
enclosures

This fee arrangement, described above, is agreed to and accepted this 19<sup>th</sup> day of September 2007.



Terrance Bollea



Nick Bollea

~~Cindy Durlwanger~~

From: Cindy Durlwanger  
Sent: Monday, September 24, 2007 4:05 PM  
To: sweinberg@zuckerman.com  
Subject: Re: Terry & Linda Bollea

Attachments: 1278\_001.pdf



1278\_001.pdf  
(21 KB)

Mr. Weinberg,

Attached is a copy of a letter received at our office today from Progressive to Terry & Linda Bollea.

Please advise if you need me to send the original letter to you by mail.

Thank you and I'll wait for your response.

Cindy Durlwanger  
Lewis, Birch & Ricardo, LLC  
1401 Court Street  
Clearwater, FL 33756-6146  
Phone: 727-446-3058 X 128  
Fax: 727-441-1499  
mailto:cdurlwanger@lbrllc.com

**Exhibit "D"**

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Tampa, Florida 33607  
813-801-3600  
813-877-5639 (Fax)  
Progressive.com

Underwritten By: Progressive Select Ins/Progressive Auto Pro  
Ins  
Policyholder: Bollea, Linda M  
Policy Number: 21643802-6  
Claim Number: 073431811  
Date of Loss: Aug 26, 07  
Injured Party: Graziano, John  
Today's Date: September 20, 2007

Terry and Linda Bollea  
1401 Court Street  
Clearwater, FL 33756

Dear Mr. & Mrs. Bollea:

This letter shall serve as a follow-up to my previous correspondence of August 29, 2007 wherein I requested your assistance in identifying any potential umbrella/excess policies which may respond to this accident.

~~As I have not heard from you, I am once again contacting you and seeking the disclosure of your umbrella/excess carrier(s) so I may place them on notice of this accident. It is extremely important that this action be taken in order to protect your interests.~~

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at 813-383-7423.

Sincerely,

  
Elizabeth Kimmel Ext. 7423  
Claims Specialist

EAK/ek

~~cc: Bryan Reynolds, Attorney~~

Cindy Durlwanger

---

From: Cindy Durlwanger  
Sent: Friday, September 28, 2007 10:26 AM  
To: sweinberg@zuckerman.com  
Subject: Re: Nicholas Bollea

Attachments: 3454\_001.pdf



3454\_001.pdf  
(101 KB)

Mr. Weinberg,

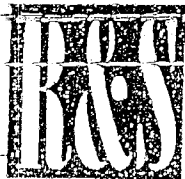
The attached two letters were received at our office yesterday from Progressive regarding Explanation of Benefits for Nicholas Bollea.

Please advise if I need to forward these letters on to any other attorney or if any assistance is needed from me at this time regarding this correspondence.

Thank You

Cindy Durlwanger  
Lewis, Birch & Ricardo, LLC  
140<sup>th</sup> Court Street  
Clearwater, FL 33756-6146  
Phone: 727-446-3058 X 128  
Fax: 727-441-1499  
mailto:cdurlwanger@lbrllc.com

**Exhibit "E"**



Reynolds • Stowell • Parrino  
ATTORNEYS AT LAW

8700 4TH STREET NORTH  
ST PETERSBURG FL 33702  
TEL (727) 570-4660  
FAX (727) 570-4665

- BRYAN W. REYNOLDS
- RANDY L. STOWELL
- ANTHONY J. PARRINO

- PHIL S. YURECKA
- BRYCE P. SPANO
- MICHAEL P. LIEBGOLD
- ALLISON A. BELCHER
- W. BRADLEY BURNETTE
- PAUL L. HAMMOND
- KATHERINE V. SHADWICK

October 3, 2007

VIA FACSIMILE - 449-0258  
& REGULAR U.S. MAIL  
Mr. James Kevin Hayslett, Esq.  
Carlson & Meisner  
250 Belcher Road, #102  
Clearwater, FL 33765

Re: Insured: Linda Bollea  
Claim No: 07-5331293  
Date of Loss: 08/26/07  
Claimant: John Graziano

Dear Mr. Hayslett:

I still have had no contact with the person who you said was handling the civil aspect of this case. Would you please provide me with the contact information and/or ask the person in charge to contact me. I do not want anyone alleging that I have not been diligent in trying to get in contact with the client(s) and represent their interests. Thanks for your anticipated cooperation.

Sincerely,

Bryan W. Reynolds, Esquire

BWR/bwr

cc: Ms. Elizabeth Kimmel

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Exhibit "F"

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Tampa, Florida 33607  
813-801-3600  
813-877-5639 (Fax)  
Progressive.com

Underwritten By: Progressive Select Ins/Progressive Auto Pro  
Ins  
Policyholder: Bollea, Linda M  
Policy Number: 21643802-6  
Claim Number: 073431811  
Date of Loss: Aug 26, 07  
Injured Party: Graziano, John  
Today's Date: October 17, 2007

Sandy Weinberg  
101 E. Kennedy Blvd.  
Suite 1200  
Tampa, FL 33602

Dear Mr. Weinberg:

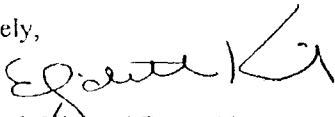
As you are aware, we are the automobile liability carrier for Terry and Nick Bollea and we have been attempting to secure specific information necessary for the proper and timely resolution of this matter on our insured's behalf.

While we are prepared to tender our policy limit of \$250,000.00 on behalf of John Graziano, we have concerns with the rumors that a second vehicle owned by Terry Bollea was involved in this accident and how this would affect any settlement attempt. Obviously, our tender would be rejected if it were later determined another covered auto was involved in this accident and this would expose our insureds to additional risk. It is our desire to avoid this and bring the matter to a full and final settlement on behalf of our insureds.

As we have not had any contract from our insured or any representatives of our insured, we are asking that you clarify the involvement of the additional vehicle. Additionally, we need confirmation that Terry Bollea signed for Nick Bollea's license and confirmation there is no excess or umbrella policies available so we may release the appropriate parties and proceed with tender of our limits.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at 813-383-7423.

Sincerely,



Elizabeth Kimmel Ext.7423  
Claims Specialist

EAK/ek

cc: Bryan Reynolds, Esq.

**Exhibit "G"**



Reynolds • Stowell • Parrino  
ATTORNEYS AT LAW

8700 4TH STREET NORTH  
ST PETERSBURG FL 33702  
TEL (727) 570-4660  
FAX (727) 570-4665

- BRYAN W. REYNOLDS
- RANDY L. STOWELL
- ANTHONY J. PARRINO

- PHIL S. YURECKA
- ERYCE P. SPANO
- MICHAEL P. LIEBGOLD
- ALLISON A. BELCHER
- W. BRADLEY BURNETTE
- PAUL L. HAMMOND
- KATHERINE V. SHADWICK

October 19, 2007

VIA FACSIMILE - (813) 223-<sup>7961</sup>~~7691~~  
& REGULAR U.S. MAIL

Mr. Morris "Sandy" Weinberg, Jr., Esquire  
Zuckerman Spaeder LLP  
101 E. Kennedy Blvd., Suite 1200  
Tampa, FL 33602

Re: Insured: Linda Bollea  
Claim No: 07-5331293  
Date of Loss: 08/26/07  
Claimant: John Graziano

Dear Mr. Weinberg:

Please be advised that I am writing this letter in reference to the two prior emails that I have sent to you. I have not been in contact with the Bolleas as I believe that you represent them and I want to make sure that I am working through you. If you would please let me know about the matters in the two prior emails it would be appreciated. Of course, time is of the essence. I am providing you with my cell phone number, (727) 422-9967, in case you or the clients need to contact me on an emergency basis. Thank you for your anticipated cooperation.

Sincerely,

Bryan W. Reynolds, Esquire

BWR/bwr

cc: Ms. Elizabeth Kimmel

RECEIVED

OCT 22 2007

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Exhibit "H"



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ATTORNEYS AT LAW

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ST PETERSBURG FL 33702  
TEL (727) 570-4660  
FAX (727) 570-4665

- • BRYAN W. REYNOLDS
- RANDY L. STOWELL
- ANTHONY J. PARRINO

- PHIL S. YURECKA
- BRYCE P. SPANO
- MICHAEL P. LIEBGOLD
- ALLISON A. BELCHER
- W. BRADLEY BURNETTE
- PAUL L. HAMMOND
- KATHERINE V. SHADWICK
- • PETER C. RICHARD, II

December 3, 2007

VIA FACSIMILE - (813) 223-7961  
& REGULAR U.S. MAIL

Morris "Sandy" Weinberg, Jr., Esquire  
Zuckerman Spaeder LLP  
101 E. Kennedy Blvd., Suite 1200  
Tampa, FL 33602

Re: Insured: Linda Bollea  
Claim No: 07-5331293  
Date of Loss: 08/26/07  
Claimant: John Graziano

Dear Mr. Weinberg:

On Tuesday November 27, 2007, I received a copy of the accident report which is 133 pages in length. I provided a copy of the same to Progressive Select Insurance Company. There is evidence in the 133 page report that the second vehicle, a Dodge Viper, driven by Daniel Jacobs was involved in this accident. Based upon this new information received by Progressive Select Insurance Company, Mr. Flayman contacted me and said that Progressive Select Insurance Company is ready and would like to tender the full \$500,000.00 now. However, Progressive Select Insurance Company will wait to do so until there is confirmation of whether Daniel Jacobs has additional insurance. Additionally, Progressive Select Insurance Company would like your approval to tender the policy limits of \$500,000.00 to the Guardian for Mr. Graziano. Would you please let me know any information that you have in reference to insurance coverage for Mr. Jacobs? If you do not have any information, I would suggest that one of us contact him and explain why we need to know if he has additional insurance coverage for this accident. Please let me know if you want me to contact Mr. Jacobs or whether you intend to contact him in reference to other insurance coverage.

Once the insurance issue with Mr. Jacobs is determined, the next issue is who does Progressive offer the policy limits to? Who is on the release? Who has the capacity to enter into any type of settlement agreement and sign a release? It is my understanding that the mother of Mr. Graziano has

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- Also Licensed in New York
- Also Licensed in Connecticut



*Exhibit "I"*

Reynolds Stowell Parrino, P.A.

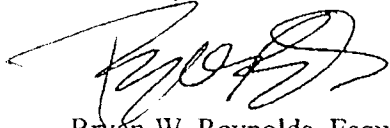
Mr. Morris "Sandy" Weinberg, Jr., Esquire  
December 3, 2007  
Page 2

been appointed the guardian of the person. Additionally, it is my understanding that a professional guardian is going to be appointed as a guardian of his property. I do not have that information, so if you have the information would you please share the same with me?

As I stated before, I have the 133 page accident report. In the normal situation I would be meeting with my clients and trying to obtain recorded statements of the witnesses and gathering evidence on their behalf. However, in this case it seems that you and Attorney Hayslett have been coordinating the defense of the criminal and civil cases. I do not want to interfere with what you are both doing in these cases and I do not want to do anything that may be counterproductive to the defense position. Mr. Flayman has advised me to do whatever is necessary to fully investigate/defend (ie take statements, etc.) but has agreed that I should coordinate all my actions through your office. Therefore, I am willing and ready to help out in anyway that you want, but I need your direction and will not try to take statements et cetera unless you tell me to.

Let me know your thoughts on the above mentioned matters at your earliest convenience. Also let me know if you have heard from your clients in reference to whether I am an acceptable defense counsel for them. Thanks for your attention to this matter. My cell phone number is (727)422-9967 in case you need to reach me and I am not in the office. I believe that Attorney Hayslett has had my cell number from the beginning of this case.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan W. Reynolds', written in a cursive style.

Bryan W. Reynolds, Esquire

BWR/bwr

cc: Robert Flayman, Esquire  
Ms. Elizabeth Kimmel



MORRIS "SANDY" WEINBERG, JR.  
813-221-1010  
SWEINBERG@ZUCKERMAN.COM

December 7, 2007

PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

Linda Bollea  
Terry Bollea  
c/o Lewis Birch & Ricardo  
1401 Court Street  
Clearwater, FL 33756

Re: Projected Litigation Activity

Dear Linda and Terry:

Linda has requested that we attempt to set forth the projected activity and cost for the next several months in the litigation arising out of the August 26, 2007 accident. Such an endeavor is always difficult but particularly so in this matter as we have seen from the events to date. Our firm was hired to handle both the criminal case against Nick and the inevitable civil suit(s) that will be filed by the Grazianos. While the civil and criminal matters are inextricably tied, there are distinct tasks that are unique to each. Of course, much of the work we do in preparation for the criminal case will be critical for the civil case and will not need to be redone. Even though our primary focus at this time is on the defense of Nick in the criminal case, we have had to spend time since our retention on matters related exclusively to the civil case, including attending and preparing each of you and Brooke for your depositions in the guardianship matter.

The work in this case is very time intensive. I have attached a memo outlining the motions and defense preparation work that we anticipate for December and January. As you can see, there are a large number of activities that we are undertaking in preparing Nick's defense and in deconstructing the State's case. Over sixty witnesses have been identified by the State in the initial discovery. Many of those witnesses purport to have witnessed Nick and Danny driving at some point on Court Street at the time of the accident. We will eventually take the depositions of these witnesses and are working now to gather evidence to impeach their credibility and their witness accounts.

In addition, there will be a number of prosecution and defense experts, including the accident reconstruction experts concerning the speed at the time of the accident, the cause of the accident and the injuries to John. The Clearwater Police Department has devoted an unusual amount of time to this investigation and produced an accident report that is considerably longer and more thorough than their usual practice.

We have outlined a series of motions that we intend to file over the next few months. The motions will serve several purposes. They are principally designed to deconstruct the State's case

1597049 1



PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

December 7, 2007

Page 2

piece by piece. They will also serve to educate the public and the Court as to the true facts about the case. We believe that once we begin to file the motions there should begin to be a change in the negative press coverage. Our first principal motion will charge the Clearwater Police Department with misconduct regarding its handling of the case. The Public Information Officer from the Clearwater Police Department orchestrated Nick's arrest so that there could be a photo opportunity with him in handcuffs. She actually ordered the arresting officer to wait almost 45 minutes to bring Nick to the jail for the press to gather. This conduct is outrageous and was highly prejudicial to Nick as it has resulted in a video clip of Nick in handcuffs that plays every time anything about the case or the family arises. We will ultimately use it as one of the bases for a change of venue motion. We will also file motions to suppress both the legal and hospital blood draws.

I have also attached a list of experts that we have retained to work on various aspects of the case. These experts are extremely important to both the criminal and civil case preparation. Some of the experts have already done an enormous amount of work and need to be paid. We have received some but not all of their invoices. We have given each a modest retainer to secure their services. The expert work in this case is essential to counteract the eyewitness testimony regarding racing and speeding.

I estimate our attorneys fees for December to be \$110K and for January to be \$120K. In addition, there are the expert costs. This is a very rough estimate and could vary depending on the events in the case. If there is less activity, then the fees will be less than estimated. If there is more activity, the fees could be greater. We will keep you apprised of the actions in the case and the retention of additional experts. If you like, we can also continue to apprise you of the anticipated costs as this case proceeds. We do need to be paid for our outstanding bills, including the December bill for our November time which we will be sending shortly. We also need to pay our experts' outstanding invoices as they are in a critical period regarding their work.

We are devoted to the defense of Nick and the family regarding this accident. We are aggressively pursuing every avenue in advance of his defense. We need your united support and assistance for the best defense for Nick. I suggest periodic meetings or conferences during which we can keep you apprised of our defense efforts and developments in the case. Please feel free to call me at any time at work or at home. Let me know if there is any additional information you need.

Very truly yours,

Morris Weinberg, Jr.

MW:kmo

cc: Lee Fugate, Esq.

**TERRENCE BOLLEA**  
**130 Willadel Drive**  
**Belleair, Florida 33756-1942**

---

December 19, 2007

Robert Flayman, Esquire  
Progressive Insurance Company  
3600 W. Commercial Blvd., #100  
Ft. Lauderdale, Florida 33309

Re: Claim No.: 07-5331293  
Date of Loss: 8/26/07  
Claimant: John Graziano

Dear Mr. Flayman:

I understand that Progressive Insurance Company has agreed to the retention of Zuckerman Spaeder LLP to defend Nick Bollea and Terry Bollea against a potential lawsuit which may be filed on behalf of John Graziano arising out of the August 26, 2007 accident. I request Progressive Insurance Company to approve the retention of Zuckerman Spaeder in our defense. I understand that Progressive Insurance Company has agreed to pay Zuckerman Spaeder \$145.00 per hour for work reasonably related to this potential claim as well as pay costs of experts and other expenses. Please let me know if there is anything further that you need from me.

Very truly yours,

  
Terrence Bollea

cc: Morris "Sandy" Weinberg, Jr.

1611691.1

*Exhibit "K"*

**C**

West's Florida Statutes Annotated Currentness

Rules Regulating the Florida Bar (Refs &amp; Annos)

↖ Chapter 4. Rules of Professional Conduct (Refs &amp; Annos)

↖ 4-1. Client-Lawyer Relationship

→ **Rule 4-1.8. Conflict of Interest; Prohibited and Other Transactions**

**(a) Business Transactions With or Acquiring Interest Adverse to Client.** A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, except a lien granted by law to secure a lawyer's fee or expenses, unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

**(b) Using Information to Disadvantage of Client.** A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these rules.

**(c) Gifts to Lawyer or Lawyer's Family.** A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client. For purposes of this subdivision, related persons include a spouse, child, grandchild, parent, grandparent, or other relative with whom the lawyer or the client maintains a close, familial relationship.

**(d) Acquiring Literary or Media Rights.** Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

**(e) Financial Assistance to Client.** A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and

(2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

**(f) Compensation by Third Party.** A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) the client gives informed consent;

(2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and

(3) information relating to representation of a client is protected as required by rule 4-1.6.

**(g) Settlement of Claims for Multiple Clients.** A lawyer who represents 2 or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client gives informed consent, in a writing signed by the client. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.

**(h) Limiting Liability for Malpractice.** A lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement. A lawyer shall not settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith.

**(i) Acquiring Proprietary Interest in Cause of Action.** A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) acquire a lien granted by law to secure the lawyer's fee or expenses; and

(2) contract with a client for a reasonable contingent fee.

(j) **Representation of Insureds.** When a lawyer undertakes the defense of an insured other than a governmental entity, at the expense of an insurance company, in regard to an action or claim for personal injury or for property damages, or for death or loss of services resulting from personal injuries based upon tortious conduct, including product liability claims, the Statement of Insured Client's Rights shall be provided to the insured at the commencement of the representation. The lawyer shall sign the statement certifying the date on which the statement was provided to the insured. The lawyer shall keep a copy of the signed statement in the client's file and shall retain a copy of the signed statement for 6 years after the representation is completed. The statement shall be available for inspection at reasonable times by the insured, or by the appropriate disciplinary agency. Nothing in the Statement of Insured Client's Rights shall be deemed to augment or detract from any substantive or ethical duty of a lawyer or affect the extradisciplinary consequences of violating an existing substantive legal or ethical duty; nor shall any matter set forth in the Statement of Insured Client's Rights give rise to an independent cause of action or create any presumption that an existing legal or ethical duty has been breached.

#### STATEMENT OF INSURED CLIENT'S RIGHTS

An insurance company has selected a lawyer to defend a lawsuit or claim against you. This Statement of Insured Client's Rights is being given to you to assure that you are aware of your rights regarding your legal representation. This disclosure statement highlights many, but not all, of your rights when your legal representation is being provided by the insurance company.

- 1. Your Lawyer.** If you have questions concerning the selection of the lawyer by the insurance company, you should discuss the matter with the insurance company and the lawyer. As a client, you have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours and give you this information in writing, if you request it. Your lawyer is responsible for keeping you reasonably informed regarding the case and promptly complying with your reasonable requests for information. You are entitled to be informed of the final disposition of your case within a reasonable time.
- 2. Fees and Costs.** Usually the insurance company pays all of the fees and costs of defending the claim. If you are responsible for directly paying the lawyer for any fees or costs, your lawyer must promptly inform you of that.
- 3. Directing the Lawyer.** If your policy, like most insurance policies, provides for the insurance company to control the defense of the lawsuit, the lawyer will be taking instructions from the insurance company. Under such policies, the lawyer cannot act solely on your instructions, and at the same time, cannot act contrary to your interests. Your preferences should be communicated to the lawyer.
- 4. Litigation Guidelines.** Many insurance companies establish guidelines governing how lawyers are to proceed in defending a claim. Sometimes those guidelines affect the range of actions the lawyer can take and may require authorization of the insurance company before certain actions are undertaken. You are entitled to know the

guidelines affecting the extent and level of legal services being provided to you. Upon request, the lawyer or the insurance company should either explain the guidelines to you or provide you with a copy. If the lawyer is denied authorization to provide a service or undertake an action the lawyer believes necessary to your defense, you are entitled to be informed that the insurance company has declined authorization for the service or action.

**5. Confidentiality.** Lawyers have a general duty to keep secret the confidential information a client provides, subject to limited exceptions. However, the lawyer chosen to represent you also may have a duty to share with the insurance company information relating to the defense or settlement of the claim. If the lawyer learns of information indicating that the insurance company is not obligated under the policy to cover the claim or provide a defense, the lawyer's duty is to maintain that information in confidence. If the lawyer cannot do so, the lawyer may be required to withdraw from the representation without disclosing to the insurance company the nature of the conflict of interest which has arisen. Whenever a waiver of the lawyer-client confidentiality privilege is needed, your lawyer has a duty to consult with you and obtain your informed consent. Some insurance companies retain auditing companies to review the billings and files of the lawyers they hire to represent policyholders. If the lawyer believes a bill review or other action releases information in a manner that is contrary to your interests, the lawyer should advise you regarding the matter.

**6. Conflicts of Interest.** Most insurance policies state that the insurance company will provide a lawyer to represent your interests as well as those of the insurance company. The lawyer is responsible for identifying conflicts of interest and advising you of them. If at any time you believe the lawyer provided by the insurance company cannot fairly represent you because of conflicts of interest between you and the company (such as whether there is insurance coverage for the claim against you), you should discuss this with the lawyer and explain why you believe there is a conflict. If an actual conflict of interest arises that cannot be resolved, the insurance company may be required to provide you with another lawyer.

**7. Settlement.** Many policies state that the insurance company alone may make a final decision regarding settlement of a claim, but under some policies your agreement is required. If you want to object to or encourage a settlement within policy limits, you should discuss your concerns with your lawyer to learn your rights and possible consequences. No settlement of the case requiring you to pay money in excess of your policy limits can be reached without your agreement, following full disclosure.

**8. Your Risk.** If you lose the case, there might be a judgment entered against you for more than the amount of your insurance, and you might have to pay it. Your lawyer has a duty to advise you about this risk and other reasonably foreseeable adverse results.

**9. Hiring Your Own Lawyer.** The lawyer provided by the insurance company is representing you only to defend the lawsuit. If you desire to pursue a claim against the other side, or desire legal services not directly related to the defense of the lawsuit against you, you will need to make your own arrangements with this or another lawyer. You also may hire another lawyer, at your own expense, to monitor the defense being provided by the insurance company. If there is a reasonable risk that the claim made against you exceeds the amount of coverage

under your policy, you should consider consulting another lawyer.

**10. Reporting Violations.** If at any time you believe that your lawyer has acted in violation of your rights, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar call (850) 561-5839 or you may access the Bar at [www.FlaBar.org](http://www.FlaBar.org).

IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, PLEASE ASK FOR AN EXPLANATION.

CERTIFICATE

The undersigned hereby certifies that this Statement of Insured Client's Rights has been provided to .....(name of insured/client(s))..... by .....(mail/hand delivery)..... at .....(address of insured/client(s) to which mailed or delivered, on .....(date).....

[Signature of Attorney][Print/Type Name]Florida Bar No.:

(k) While lawyers are associated in a firm, a prohibition in the foregoing subdivisions (a) through (i) that applies to any one of them shall apply to all of them.

CREDIT(S)

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); April 25, 2002 (820 So.2d 210); May 20, 2004 (875 So.2d 448); March 23, 2006, effective May 22, 2006 (933 So.2d 417).

Current with Amendments received through 07/16/09

(C) 2009 Thomson Reuters

END OF DOCUMENT

December 14, 2007

Morris "Sandy" Weinberg, Esq.  
Zuckerman/Spaeder, LLP  
101 E. Kennedy Blvd.  
Suite 1200  
Tampa, FL 33602

RE: Our Insured: Linda, Terry and Nicholas Bollea  
Our Claim #: 07-3431811  
Date of Loss: 8/26/07

*SANDY*  
Dear Attorney Weinberg:

Please allow this letter to confirm our recent telephone conversation with regard to the above-captioned matter. As discussed, you and the Bolleas have expressed an interest in having yourself and your firm serve as counsel for the Bolleas' with regard to any civil exposure that may arise from this loss.

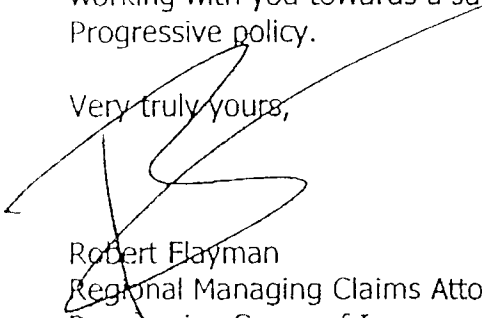
Towards that end, we have agreed as follows:

- You will serve as counsel for the Bolleas for any civil exposure they may have arising from this loss on a going-forward basis. Brian Reynolds, previously appointed counsel, will discontinue his representation.
- Progressive Select Insurance Company agrees to pay you and your firm the rate of \$145/hour (the same rate we are currently paying Attorney Reynolds) for any matters that are not unique to the criminal case(s) pending versus Nicholas Bollea.
- You have agreed to provide me periodic reports on all significant developments in the case that bear on any of the issues relevant to the civil issues. Reporting can be done via mail or email. You will also consult with me and obtain prior approval before incurring any significant cost expenditures for which you and/or the Bolleas wish to have Progressive pay for.
- You will provide me with written confirmation, signed by the Bolleas, acknowledging their assent to this arrangement.

- The parties mutually agree to revisit this arrangement should circumstances change or should this arrangement prove to be unsatisfactory to either side for any reason.

I trust this letter accurately memorializes our discussions. I look forward to working with you towards a successful defense of the Bolleas under their Progressive policy.

Very truly yours,



Robert Flayman  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd.  
Lauderdale Lakes, FL 33310  
954-535-7169  
954-535-7323 (fax)  
[robert\\_flayman@progressive.com](mailto:robert_flayman@progressive.com)

cc: Brian Reynolds, Esq.

O'Brien, Kim M.

---

From: Weinberg, Sandy  
Sent: Monday, March 31, 2008 8:52 AM  
To: O'Brien, Kim M.; Weinberg, Sandy  
Subject: FW: Representation of Linda Bollea

---

From: Weinberg, Sandy  
Sent: Monday, March 31, 2008 8:51 AM  
To: 'Bryan Reynolds'  
Cc: Robert Flayman  
Subject: RE: Representation of Linda Bollea

Bryan: I will speak with Nick and Terry. I would not have any problem with your involvement. However, I know that Linda has hired Ben Hill and his firm to represent her in the action. I will let you know what Nick and Terry say.

---

From: Bryan Reynolds [mailto:BReynolds@ReynoldsandStowell.com]  
Sent: Sunday, March 30, 2008 2:13 PM  
To: Weinberg, Sandy  
Cc: Robert Flayman  
Subject: Representation of Linda Bollea

Sandy, Progressive has asked if I would be interested in representing Linda in the case wherein you represent Nick and his father. Before accepting the assignment I wanted to make sure that you and your clients do not have any problem with me representing Linda. The basis for my inquiry is originally Prog asked that I represent Nick and his father however, that was never accomplished as I never met with them or discussed any portion of the case with them. I did receive file materials from Progressive which would be the same file materials that I would receive should I represent Linda.

Since suit has been filed and service of process will be perfected in the immediate future - please email me with you and your clients' answer by the end of the week of March 31. I will be in NC on spring break with my family and I do not know if my cell phone will work.

Thanks for your attention to this matter.

Bryan W. Reynolds, Esquire  
Board Certified Trial Attorney  
Reynolds Stowell Parrino, P.A.  
727-570-4660  
fax 727-570-4665  
[breynolds@reynoldsandstowell.com](mailto:breynolds@reynoldsandstowell.com)

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. If you are not the intended recipient, any review, use, or distribution of this e-mail message and any attached files is strictly prohibited. This communication may contain material protected by Federal privacy regulations, attorney-client work product, or other privileges. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message.

3/31/2008

*Exhibit "N"*

April 3, 2008

Mr. Terry Bollea  
Mr. Nicholas Bollea  
c/o Sandy Weinberg, Esq.  
Zuckerman, Spaeder, LLP  
101 E. Kennedy Blvd.  
Suite 1200  
Tampa, FL 33602

RE: Our Insureds: Linda, Terry and Nicholas Bollea  
Claimant: John Graziano  
Our Claim #'s: 07-3431811 & 07-5040393  
Date of Loss: 8/26/07

Dear Sirs,

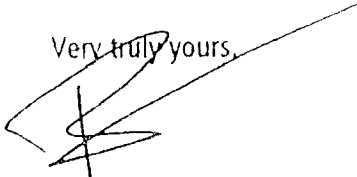
This letter will confirm our handling of this matter and the fact that you have been named as a defendant in a civil lawsuit recently filed in Pinellas County arising from the above-captioned loss.

The lawsuit seeks damages against you and the other defendants in excess of \$15,000. Your subject policy, policy number 21643802-6; Form 9610 (10/05) edition provides coverage in the amount of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability. Since two (2) of the vehicles insured on your policy have been alleged to be involved, we have taken the position that there is a total of \$500,000 in bodily injury liability coverage for the claimant in this loss. That amount has been offered towards settlement, but to date has not been accepted.

This letter is to inform you that if there is a judgment in excess of the policy limits, Progressive Select Insurance Company is liable only for the amount of the policy limits, and you may be personally liable to any excess judgment.

In the meantime, please feel free to contact the undersigned should you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Robert Flayman', written over a large, light-colored scribble or mark.

Robert Flayman  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd.  
Lauderdale Lakes, FL 33310  
954-535-7169  
954-484-5161 (fax)  
[robert\\_flayman@progressive.com](mailto:robert_flayman@progressive.com)

Ann Loughridge Kerr  
Attorney at Law

CERTIFIED IN FAMILY LAW PRACTICE  
BY THE FLORIDA BAR ASSOCIATION

FAX: (727) 442-1251

AMERICAN ACADEMY OF MATRIMONIAL LAWYERS  
PRESIDENT FLORIDA CHAPTER 1988-1989

PLEASE REPLY TO:  
425 SOUTH GARDEN AVENUE  
CLEARWATER, FLORIDA 33756  
(727) 443-6787

NO MAIL AT  
TAMPA OFFICE  
(813) 229-7251

July 28, 2008

Morris Weinberg, Jr., Esquire  
Zuckerman Spender  
101 E. Kennedy Blvd.  
Suite 1200  
Tampa, FL 33602-4157

Re: Bollea

Dear Sandy:

Who was the psychologist who saw Nick? Are there any reports? The reason we are asking is because Linda's position is that all fees paid for Nick are wasting of marital assets.

Very truly yours,

  
ANN LOUGHRIDGE KERR (upper all)

ALK/dv

cc: Mr. Terry Bollea  
Robert Stone, CPA

*Exhibit "P"*

Ann Loughridge Kerr

Attorney at Law

CERTIFIED IN FAMILY LAW PRACTICE  
BY THE FLORIDA BAR ASSOCIATION

FAX: (727) 442-1251

AMERICAN ACADEMY OF MATRIMONIAL LAWYERS  
PRESIDENT FLORIDA CHAPTER 1988-1989

PLEASE REPLY TO:  
425 SOUTH GARDEN AVENUE  
CLEARWATER, FLORIDA 33756  
(727) 443-6787

NO MAIL AT  
TAMPA OFFICE  
(813) 229-7251

August 5, 2008

VIA FACSIMILE AND U. S. MAIL

Lee Fugate, Esquire  
Zuckerman Spaeder, LLP  
101 East Kennedy Boulevard  
Suite 1200  
Tampa, FL 33602-5838

Re: Bollea v. Bollea

Dear Lee:

We are having a temporary hearing on August 13<sup>th</sup> and 14<sup>th</sup>, 2008, which involves allegations of massive attorney fees paid by Terry Bollea. You may need to testify as to the necessity of those charges. I will contact you as soon as I get a better picture of the situation.

Very truly yours,



ANN LOUGHRIDGE KERR

ALK/pla

cc: Terry Bollea  
Robert Stone, CPA  
Regina Hunter, Esq.

*Exhibit "Q"*



ZUCKERMAN SPAEDER LLP

ONE EAST KENNEDY BOULEVARD SUITE 1700  
TAMPA, FL 33602-5438  
813.271.1010 813.271.7611 fax www.zuckerman.com

MORRIS "SANDY" WEINBERG, JR.  
813-321-8200 (direct)  
SWEINBERG@ZUCKERMAN.COM

December 9, 2008

VIA FEDERAL EXPRESS

Robert Flayman, Esq.  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd., #100  
Lauderdale Lakes, Florida 33310

Re: Your Claim Number 07-3431811

Dear Robert:

We are enclosing our statement for professional services rendered and expenses incurred through November 30, 2008, in our representation of your insured Terry Bollea and Nicholas Bollea arising from the August 26, 2007 accident.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,

Morris Weinberg, Jr.

MW:nkw  
Enclosure

20658861

WASHINGTON, DC

NLW YORK

TAMPA

DALLAS

WILMINGTON, DE

**Exhibit "R"**

The Progressive Group of Insurance Companies

Progressive Claims Branch  
3600 W. Commercial Blvd., Suite 100  
Lauderdale Lakes, FL 33309

December 22, 2008

**SENT VIA FEDEX OVERNIGHT DELIVERY**

Morris "Sandy" Weinberg, Esq.  
Zuckerman/Spaeder, LLP  
101 E. Kennedy Blvd.  
Suite 1200  
Tampa, FL 33602

RE: Our Insured: Linda, Terry and Nicholas Bollea  
Our Claim #: 07-3431811  
Date of Loss: 8/26/07

Dear Sandy:

Please allow this letter to serve as follow up to our discussions this morning with regard to the above-captioned matter.

As discussed, you and your firm will not be in a position to continue as counsel for Nick and Terry Bollea, and will therefore be moving to withdraw. As agreed, Progressive will appoint substitute counsel in your place. You have advised that you would first like to meet with your clients to advise them of same, which will not take place until after the holidays. Please advise after you have spoken with the Bolleas in this regard.

Additionally, please allow this letter to confirm that we have agreed to a payment of \$350,000.00 as a compromise sum for all unpaid costs and fees incurred by your firm to date. Towards this end, please find enclosed draft(s) totaling this amount. In light of the above-mentioned plan to withdraw, please do not undertake any additional work on this file at this time.

I trust this letter accurately memorializes our discussions. I have very much enjoyed working with you in this matter and hope that our paths cross again in the future.

Very truly yours,  
(signed for Robert Flayman in his absence)

*Robert Flayman /s. H.*

Robert Flayman  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd.  
Lauderdale Lakes, FL 33310  
954-535-7169  
954-535-7323 (fax)  
[robert\\_flayman@progressive.com](mailto:robert_flayman@progressive.com)

Enclosure

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy # 21643802 -006	Insured BOLLEA, LINDA M	Date Issued 12/23/2008	Area Code 722	Draft Number 459552606	56-389 412
Claim # 073431811	Claimant GRAZIANO, JOHN	Date of Loss 8/26/2007	State Code FL	Office Issued At OH-OTHER-LIT-	PAC

Dollars \$ \*\*\*\*350,000.00

PAY THREE HUNDRED FIFTY THOUSAND AND 00/100

In Payment Of ALL COSTS AND FEES INCURRED TO DATE	CDS CODE 99PLA
--	-------------------

Payable through: **National City Bank**  
ASHLAND, OHIO 1-877-448-9544

Progressive Select Insurance Company

Pay ZUCKERMAN SPAEDER, LLP \*\*\*\*\*  
To 101 EAST KENNEDY BLVD.  
SUITE 1200  
TAMPA FL 33602-5838

BY *Laurie Holman*  
AUTHORIZED SIGNATURE

⑈ 4 5 9 5 5 2 6 0 6 ⑈ ⑆ 0 4 1 2 0 3 8 9 5 ⑆ ? 7 0 1 8 7 0 ⑈

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy # 21643802 -006	Insured BOLLEA, LINDA M	Date Issued 12/23/2008	Area Code 722	Draft Number 459552606	56-389 412
Claim # 073431811	Claimant GRAZIANO, JOHN	Date of Loss 8/26/2007	State Code FL	Office Issued At OH-OTHER-LIT-	PAC

Dollars \$ \*\*\*\*350,000.00

PAY THREE HUNDRED FIFTY THOUSAND AND 00/100

In Payment Of ALL COSTS AND FEES INCURRED TO DATE	CDS CODE 99PLA
--	-------------------

Progressive Select Insurance Company

Pay ZUCKERMAN SPAEDER, LLP \*\*\*\*\*  
To 101 EAST KENNEDY BLVD.  
SUITE 1200  
TAMPA FL 33602-5838

REP ID :LJH0011  
ORG CODE :33954



ZUCKERMAN SPAEDER LLP

101 EAST KENNEDY BOULEVARD SUITE 1200  
TAMPA, FL 33602-5836  
813.221.1010 813.223.7961 fax www.zuckerman.com

Morris Weinberg, Jr.  
sweinberg@zuckerman.com

December 29, 2008

Robert Flayman  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd.  
Lauderdale Lakes, FL 33310

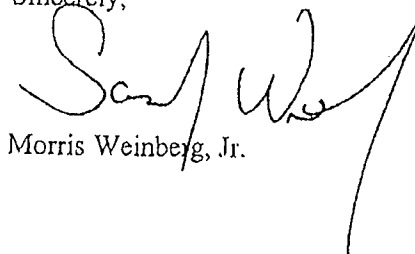
Re: Terry and Nicholas Bollea

Dear Robert:

I am in receipt of your December 22, 2008 letter regarding Lee Fugate and my conversation with you on that date and our representation of Terry and Nicholas Bollea. This will confirm our agreement that payment of the \$350,000.00 settled our existing billed costs and fees. However, it was not our agreement that the payment settled any unbilled fees and costs, as our fees and costs incurred in December have not yet been billed and at this point we are continuing to represent Terry and Nicholas Bollea. Also, the decision regarding our continued representation of Terry and Nicholas Bollea will not be made until we have had an opportunity to discuss the matter with them. Until a decision is made for us to not continue as their counsel in the pending civil case, we are obligated to take all necessary actions in their defense. Therefore, we cannot comply with your request to undertake no additional work on the file. As a practical matter, the depositions have been continued until next year. As discussed, we will be meeting with Nicholas and Terry Bollea as soon as practicable after the holidays to discuss this situation. We understand that you will appoint substitute counsel in the event we withdraw.

We have enjoyed working with you and will be in touch once we have met with our clients.

Sincerely,



Morris Weinberg, Jr.

MW/vmc

cc: Lee Fugate, Esq.

2087794.1

WASHINGTON, DC

NEW YORK

TAMPA

BALTIMORE

WILMINGTON, DE

**Exhibit "T"**

May 12, 2009

David Houston, Esquire  
Law office of David R. Houston  
432 Court Street  
Reno, NV 89501

RE:           Our Insured:   Linda, Terry and Nicholas Bollea  
              Your Client:   Terry Bollea  
              Our Claim #:  07-3431811  
              Date of Loss:  8/26/07

~~DAVID~~  
Dear Mr. Houston:

Please allow this letter to address the issues raised by you regarding the Zuckerman/Spaeder billings in your letter to me of April 29, 2009.

My file reflects that I terminated the Zuckerman/Spaeder firm in December of 2008, reaching a compromise on their outstanding billings. At that time, I expressly advised them not to undertake any further work on this file as we retained new counsel for Nick and Terry.

The billings I later received were for time (allegedly) spent by the firm in February of 2009, on matters that were clearly not authorized by me or Progressive. As such, I am not in a position to either pay Zuckerman/Spaeder directly or reimbursement Mr. Bollea for any of this expense.

It is my understanding that Mr. Bollea has retained special counsel to investigate some or all of the billings charged to him by the Zuckerman/Spaeder firm. I have already cooperated with this attorney and will continue to do so, as appropriate. It would therefore be my suggestion that this attorney include these additional monies in his recovery efforts on behalf of Mr. Bollea.

I trust that this reply adequately addresses your concerns. In the meantime, I look forward to our continued work together on behalf of the Bolleas in the civil matter.

Very truly yours,

  
Robert Flayman  
Regional Managing Claims Attorney  
Progressive Group of Insurance Companies  
3600 W. Commercial Blvd.  
Lauderdale Lakes, FL 33310  
954-535-7169  
954-484-6857 (fax)  
[robert\\_flayman@progressive.com](mailto:robert_flayman@progressive.com)

Zuckerman Spaeder, LLP  
 Schedule of Payments Made  
 by Terry G Bollea

	Trust Account	Matter 0001 CPD Investigation	Matter 0002 Civil Matter	Matter 0003 Bollea v Sheriff	Total Payment
<u>Payments Made From Morgan Stanley</u>					
9/19/2007 Wire Transfer	300,000.00				300,000.00
1/24/2008 Wire Transfer	175,000.00				175,000.00
<u>Payments Made From Terry &amp; Linda Bollea Account</u>					
2/19/2008 Check #10800 Jan 2008 Invoice #258771		112,802.47			112,802.47
<u>Payments Made From Terry Bollea Bill Pay Account</u>					
3/28/2008 Check #1083 Feb 2008 Invoice #259517		27,124.32			27,124.32
4/23/2008 Check #1141 March 2008 Invoice #260009 March 2008 Invoice #260010		30,137.03	8,934.50		39,071.53
6/12/2008 Check #1236 April 2008 Invoice #26038 April 2008 Invoice #26039		47,196.06	12,966.00		60,162.06
8/18/2008 Check #1350 May 2008 Invoice #261176 May 2008 Invoice #261177 June 2008 Invoice #261679		138,351.18	60,718.04 930.78		200,000.00
10/3/3008 Check #1460 June 2008 Invoice #261678 June 2008 Invoice #261679 June 2008 Invoice #261680		49,732.49	65,683.95	34,583.56	150,000.00
11/4/2008 Check #1520 June 2008 Invoice #261680 July 2008 Invoice #262358 July 2008 Invoice #262359 July 2008 Invoice #262360		11,503.83	21,796.20	9,796.42 6,903.55	50,000.00
<b>Total Payments</b>	<b>475,000.00</b>	<b>416,847.38</b>	<b>171,029.47</b>	<b>51,283.53</b>	<b>1,114,160.38</b>

Zuckerman Spaeder, LLP  
Schedule of Activity in All Accounts  
by Terry G Bollea

		Trust <u>Account</u>	Matter 0001 <u>CPD Investigation</u>	Matter 0002 <u>Civil Matter</u>	Matter 0003 <u>Bollea v Sheriff</u>	Totals
9/19/2007	Wire from Morgan Stanley	300,000.00				300,000.00
9/20/2007	Expert Consultant Fee	(5,000.00)				(5,000.00)
10/2/2007	Expert Fee	(5,000.00)				(5,000.00)
10/2/2007	Expert Fee	(3,000.00)				(3,000.00)
10/2/2007	Expert Fee	(3,500.00)				(3,500.00)
10/2/2007	Expert Witness Retainer	(6,400.00)				(6,400.00)
10/2/2007	Expert Retainer		97,732.35			97,732.35
10/16/2007	INVOICE #256317	(97,732.35)	(97,732.35)			(195,464.70)
10/23/2007	Payment Invoice #256317	(3,500.00)				(3,500.00)
11/1/2007	Expert Fee	(12,500.00)				(12,500.00)
11/5/2007	Expert Retainer		143,514.79			143,514.79
11/14/2007	INVOICE #257023	(143,514.79)	(143,514.79)			(287,029.58)
11/26/2007	Payment Invoice #257023		108,766.42			108,766.42
12/14/2007	INVOICE #257625		(8,752.86)			(17,505.72)
12/18/2007	Payment Invoice #257625	(8,752.86)				5,000.00
1/11/2008	Ck From National City Bank for BEC	5,000.00				5,000.00
1/11/2008	Ck From National City Bank for Robert Ochs	5,000.00				5,000.00
1/11/2008	Ck From National City Bank for University	3,500.00				3,500.00
1/11/2008	Ck From National City Bank for Visual	3,500.00				3,500.00
1/11/2008	Ck From National City Bank for Dr. Larry	3,000.00				3,000.00
1/11/2008	Ck From National City Bank for Kroll	6,400.00				6,400.00
1/11/2008	Ck From National City Bank for Research	5,000.00				5,000.00
1/15/2008	INVOICE #258215		74,926.90			74,926.90
1/23/2008	Expert Fee	(703.80)				(703.80)
1/24/2008	Wire from Morgan Stanley	175,000.00				175,000.00
1/30/2008	Payment Invoice #257625 & #258215	(174,940.46)	(174,940.46)			(349,880.92)
2/11/2008	INVOICE #258771		112,862.01			112,862.01
2/14/2008	Payment Invoice #257625 & #258215	(59.54)	(59.54)			(119.08)
2/19/2008	Payment Invoice #258771 - Check #10800		(112,802.47)			(112,802.47)
3/14/2008	INVOICE #259517		27,124.32			27,124.32
3/28/2008	Payment Invoice #259517 - Check #1083		(27,124.32)			(27,124.32)
4/10/2008	INVOICE #260009		30,137.03			30,137.03
4/10/2008	INVOICE #260010			8,934.50		8,934.50
4/23/2008	Payment Invoice #260009 & 260010 - Check #1141		(30,137.03)	(8,934.50)		(39,071.53)
5/13/2008	INVOICE #260638		47,196.06			47,196.06
5/13/2008	INVOICE #260639			12,966.00		12,966.00
5/20/2008	Expert Retainer	(1,500.00)				(1,500.00)
5/20/2008	Expert Retainer	(5,000.00)				(5,000.00)
6/11/2008	Receipt from John Murdoch, Consulting Engineer	5,000.00				5,000.00
6/12/2008	Payment Invoice #260638 & 260639 - Check #1236		(47,196.06)	(12,966.00)		(60,162.06)
6/12/2008	INVOICE #261176		138,351.18			138,351.18
6/12/2008	INVOICE #261177			60,718.04		60,718.04
7/16/2008	INVOICE #261678		49,732.49			49,732.49
7/16/2008	INVOICE #261679			66,614.73		66,614.73
7/16/2008	INVOICE #261680				44,379.98	44,379.98
8/18/2008	INVOICE #262358		11,503.83			11,503.83
8/18/2008	INVOICE #262359			21,796.20		21,796.20
8/18/2008	INVOICE #262360				46,580.00	46,580.00
8/18/2008	Payment Invoice #261176, 261177 & 261679 - Check #1350		(138,351.18)	(61,648.82)		(200,000.00)
9/12/2008	INVOICE #262742		15,900.51			15,900.51
9/12/2008	INVOICE #262744			22,188.61		22,188.61
9/12/2008	INVOICE #262748				11,787.08	11,787.08
10/3/2008	Payment Invoice #261678, 261679 & 261680 - Check #1460		(49,732.49)	(65,683.95)	(34,583.56)	(150,000.00)
10/16/2008	INVOICE #263196		1,733.87			1,733.87
10/16/2008	INVOICE #263197			42,996.30		42,996.30
10/16/2008	INVOICE #263198				5,132.52	5,132.52
11/4/2008	Payment Invoice #261680, 262358, 262359 & 262360 - Check #1520		(11,503.83)	(21,796.20)	(16,699.97)	(50,000.00)
11/12/2008	INVOICE #263712		9,536.59			9,536.59
11/12/2008	INVOICE #263713			66,865.49		66,865.49
11/12/2008	INVOICE #263714				455.10	455.10
12/9/2008	INVOICE #264120		2,654.00			2,654.00
12/9/2008	INVOICE #264121			20,965.16		20,965.16
12/9/2008	INVOICE #264122				161.00	161.00
⓪ 12/1/2008	Payment Rec'd from Progressive	350,000.00				350,000.00
12/17/2008	Costs on 12/17/08 - Refund by Kroll on Track	200.00				200.00
⓪ 1/1/2009	Payment on Invoice #262360	(39,676.45)			(39,676.45)	(79,352.90)
⓪ 1/1/2009	Payment on Invoice #262742	(15,900.51)	(15,900.51)			(31,801.02)
⓪ 1/1/2009	Payment on Invoice #262744	(22,188.61)		(22,188.61)		(44,377.22)
⓪ 1/1/2009	Payment on Invoice #262748	(11,787.08)			(11,787.08)	(23,574.16)
⓪ 1/1/2009	Payment on Invoice #263196	(42,996.30)	(1,733.87)			(3,467.74)
⓪ 1/1/2009	Payment on Invoice #263197	(42,996.30)		(42,996.30)		(85,992.60)
⓪ 1/1/2009	Payment on Invoice #263198	(5,132.52)			(5,132.52)	(10,265.04)
⓪ 1/1/2009	Payment on Invoice #263712	(9,536.59)	(9,536.59)			(19,073.18)
⓪ 1/1/2009	Payment on Invoice #263713	(66,865.49)		(66,865.49)		(133,730.98)
⓪ 1/1/2009	Payment on Invoice #263714	(455.10)			(455.10)	(910.20)
⓪ 1/1/2009	Insurance Proceeds - Toyota Settlement - Invoice #263714	22,850.00				22,850.00
⓪ 1/1/2009	Payment on Invoice #264120	(2,654.00)	(2,654.00)			(5,308.00)
⓪ 1/1/2009	Payment on Invoice #264121	(20,965.16)		(20,965.16)		(41,930.32)
⓪ 1/1/2009	Payment on Invoice #264122	(161.00)			(161.00)	(322.00)
1/14/2009	INVOICE #264653		12,599.27			12,599.27
1/14/2009	INVOICE #264654			14,519.95		14,519.95
1/14/2009	INVOICE #264655				8.20	8.20
Balances		<u>168,293.62</u>	<u>12,699.27</u>	<u>14,519.95</u>	<u>8.20</u>	

⓪ These dates have been estimated. Activity took place between statement issued on 12/9/08 and 1/14/09  
Payments made by Bollea's - see schedule of payments

## Zuckerman Spaeder Trust Balance Reconciliation

35,296.20	Trust Balance Brought Forward at 9/30/2008		See Attached Detail
350,000.00	Received from Progressive		
200.00	Costs on 12/17/08 - Applied to Invoice #262742		Refund by Kroll on Track
(39,676.45)	July Invoice #262360		
(15,900.51)	August Invoice #262742	Matter 0001	
(2,188.61)	August Invoice #262744	Matter 0002	
(11,787.08)	August Invoice #262748	Matter 0003	
1,733.87)	September Invoice #263196	Matter 0001	
(42,996.30)	September Invoice #263197	Matter 0002	
5,132.52)	September Invoice #263198	Matter 0003	
(9,536.59)	October Invoice #263712	Matter 0001	
(66,865.49)	October Invoice #263713	Matter 0002	
(455.10)	October Invoice #263714	Matter 0003	
22,850.00	October Invoice #263714	Matter 0003	Insurance Proceeds - Toyota Settlement
(2,654.00)	November Invoice #264120	Matter 0001	
(20,965.16)	November Invoice #264121	Matter 0002	
(161.00)	November Invoice #264122	Matter 0003	

168,293.52

Trust Balance at 12/31/2008