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"I see the shadow of justice and feel its destructive blows to my disenchantment."
Anne G. Telasco.

NOTICE

I have posted my letter of resignation on this site because I need to inform my clients and prospective/potential clients that I can no longer represent them. I have been effectively disarmed.

*More importantly, I want the Florida Bar and its entourage to know that I am relinquishing my right to practice law with dignity. **They have not broken my spirit.** Not by a long shot.*

IN THE SUPREME COURT OF FLORIDA
 (Before a Referee)
 THE FLORIDA BAR vs. ANNE GEORGES TELASCO
 SUPREME COURT CASE No.: SC01-1198
**LETTER OF IMMEDIATE AND PERMANENT
 RESIGNATION FROM THE FLORIDA BAR**

*I have been a lawyer in private practice since January 1993, over 9 years. As a Haitian and trilingual attorney, I have served all types of clients. With my Haitian clients, I have always been able to communicate with them in creole, our native language. I have been to trials and have settled cases for clients. I have disbursed at least \$2,500,000.00 to clients over the years. I have never had any problems with any of my clients, most specifically my Haitian clients because **I failed to communicate with them.***

I have filed an answer and affirmative defenses in response to the Florida Bar's Complaint, i.e., failure to communicate costs to my

Haitian clients, in this matter. The answer is comprehensive. I am respectfully requesting that the Supreme Court carefully read the answer and review its attachments to see the treatment the Florida Bar afforded me for over 28 months.

The Bar investigated me for over 28 months. During this 28 months, the Florida Bar never spoke to the 8 complainants. Instead, they spoke to an attorney by the name of Jonathan D. Wald from the Law Firm of Goldfarb, Gold, Gonzalez & Wald, P.A.

Mr. Wald is an attorney who was approached by the 8 complainants back in 1993 to handle the racial discrimination case which I accepted and is the subject of the Florida Bar's investigation. Mr. Wald did not accept the cases because he felt it was too much trouble. The fact that EEOC found no evidence of discrimination in all 8 cases made it impossible for the clients to find an attorney who would accept these cases.

*I accepted these cases and worked on them for over 5 years **not because they were a sure win but because my mother was a victim of the same type of inhumane treatment imposed on these clients by their employer.** I wanted to make a difference. More importantly, I wanted to give my mother a certain amount of satisfaction. I wanted to tell her thank you for all of her sacrifices. For this reason alone, if I could turn back the hands of time, with the knowledge that I possess, I would take the same course of action. I have no regrets.*

Four of the eight cases went to 4 complete federal jury trials. Each trial comprised of over 25 witnesses. Each trial lasted 4 to 5 day. The jury returned 2 guilty verdicts and 2 not guilty verdict for defendant. One of the guilty verdict the jury awarded zero dollar as compensatory damage and the second the jury awarded \$50,000.00 punitive damage and zero dollar compensatory damage. The Defendant appealed the \$50,000.00 award. The costs of these cases were well over \$120,000.00. As the clients were not able to make any contribution toward the costs and expenses of these cases, I paid all costs and expenses for these 8 cases. The clients agreed to pay these costs and expenses from any settlement funds or verdict received. The eight clients also agreed to share all settlement funds received equally because of the common struggled and concerted effort it required from all of them to win.

When the fourth trial concluded, several days of negotiation ensued which resulted in a settlement of the case for \$300,000.00. All eight clients participated in the settlement negotiations. Because the Defendant was a dissolved corporation and did not have \$300,000.00 readily available, it agreed and the clients accepted payments of the \$300,000.00 in 6 installments of \$50,000.00 per month for 6 months. All clients agreed to the terms of the settlement. Being aware of my costs, and before the offer was accepted, I agreed to pay not less than \$10,000.00 to each client if they accepted the settlement. A creole translator was present during settlement negotiations. Once the offer was accepted and we agreed on the format of the agreement, a translator read each page of the settlement agreement to the clients. He initialed each page as he read the Settlement Agreement to the clients. The translator further asked each client whether they understood the terms of settlement before each client signed the Agreement. Copy of Translator's affidavit attached.

After the settlement agreement was executed, I received several calls from Baptiste, the complainant who originally brought the case to me and whom Mr. Wald use to initiated the Florida Bar's investigation, requesting that the clients who lost not be paid contrary to their agreement. Thus, this would make it necessary to disburse the \$80,000.00 in four ways instead of 8. Mr. Baptiste also informed me that since he brought me the case, he is entitled to receive more money than the other clients. I informed Mr. Baptiste that these demands were unacceptable.

*After the Defendant paid the full \$300,000.00 on July 1999, I sent a letter to the 8 clients to come to pick up \$10,000.00. I also called them. Instead, I received a call from Mr. Wald who informed me that he had been retained by Mr. Baptiste and he is requesting that I send him **original** receipts, canceled checks and invoices reflecting my expenditures in the case since 1993 so that he may verify my costs. I refused because of Mr. Wald's tone and condescending attitude in making the request. I am not Mr. Wald's paralegal or lackey. I earned my law degree and my license as Mr. Wald earned his.*

At this point, Mr. Wald reviewed my settlement statement and advised Mr. Baptiste that my costs were not real, others were suspect, the credit which I gave in order to disburse \$10,000.00 to them was

*mysterious. He proceeded to write a letter for Mr. Baptiste to take to the Florida Bar. The Florida Bar began their investigation. During the next 3 months, Mr. Baptist manage to get the other 7 clients to sign Mr. Wald's letter. The Florida Bar launched their investigation of my representation of the clients. The Florida Bar and Mr. Wald's deep concern was that **I failed to communicate my costs to the 8 clients. The clients were not aware of these costs. They should not pay these costs. I should pay for these costs myself. "I made too much money."** All documents requested by the Bar was provided to them. The Florida Bar kept Mr. Wald abreast of the result of their investigation.*

*When the Florida Bar send a copy of my letter responding to the complaint to Mr. Wald, Mr. Wald wrote his letter to the Florida Bar using his law firm's letter head. In this letter, Mr. Wald reiterated what he had told Mr Baptiste, "...based on my experience, many of Ms. Telasco's claimed costs are simply not credible. I have highlighted those particular items on Ms. Telasco's settlement statement which are especially deserving, in my opinion, of closer scrutiny, including a mysterious credit to the Plaintiffs in the amount of \$31,552.30 as well as the additional paragraph which she chose to insert in the settlement statement provided to you." "**I am formerly requesting on behalf of Mr. Baptiste that the Florida Bar immediately file a formal grievance against Ms. Telasco and that you devote your full attention and resources to this matter. I would urge you to perform an immediate and detailed accounting in this matter, including requiring Ms. Telasco to provide you with copies of all invoices and bills relating to the costs claimed on her settlement statement. I would appreciate it if you would contact me upon your receipt of this letter to let me know how The Bar will proceed and to further discuss this matter.**"*

*Within a few days of Mr. Wald's Request, the Florida Bar referred the case to the Grievance Committee with Mr. Joseph Ganguzza as the investigative member. The Florida Bar demanded that I provide **original** receipts, canceled checks and invoices reflecting my expenditures in the case since 1993 so that it may verify my costs and expenses. When I took the documents I had to Mr. Ganguzza, he infomed me that if I want all this to be over I should go to Mr. Wald and let him do the disbursement to the clients. Thus, Mr. Wald would tell me how much of the settlement is my fee; how much costs and expenses I am entitled to; and God knows what else Mr. Wald would*

demand.

Mr. Wald and the Bar's action fueled the clients belief that my costs were non-existent and therefore, they want to be reimbursed. Mr. Wald even advised the clients that he would represent them by going to a State Fund to get money for them since they are my victims and I have taken their money.

Thereafter, I met with Mr. Carlos Ruga, the Bar's auditor on April 17, 2000, May 31, 2000 and again on July 6, 2000. My three (3) separate meetings with Mr. Ruga lasted over five (5) hours. At that time I provided all of the documents requested by the Florida Bar to confirm the expenses incurred in the cases of the above-named complainants. Among the documents which I provided to Mr. Ruga were original canceled checks, W2 and 1099 forms for all legal staff who were hired exclusively to work on the claimants cases, original canceled checks, receipts and itemized documents reflecting usage and payments for faxes, copies (to include a copy of Defendant's motion for cost and expenses reflecting the similarity of my costs verses Defendant's), postage and courier fees, Westlaw and Lexis charges for nationwide federal electronic research incurred including canceled checks and copies of bills.

Mr. Ruga generated a report as a result of his investigation. Once this report was completed, the Bar refused to give me a copy of the report in light of my several requests. The Bar finally gave me a copy of the report after I made a third documented demand for a copy of the report. A copy of Mr. Ruga's report was not given to the clients. This report reflects that all costs and expenses were incurred and paid for.

During the week of August 8, 2000, Mr. Ruga called me to inform me that he had presented his report to the Grievance Committee at their meeting. I was not given notice of this meeting. At this meeting, the Committee verbally proposed through Mr. Ruga that I pay \$3,000.00 to each claimant as reimbursement of the costs (since the Committee was not satisfy with the costs documentation I provide for Lexis and Westlaw in light of my explanation) and to write a letter admitting to minor misconduct.

In response, I informed Mr. Ruga that I would adhere to the monetary

reimbursement, not because I believe these expenses were improper but rather because I wanted this matter concluded. However, I refused to acknowledge that I committed any misconduct, whether or not minor.

On or about August 16, 2000, I received a call from Mr. Ruga asking me for my decision as to the proposed settlement offer. I informed him that I would not write such a letter. Further, to support my unwillingness to accept such improper blame, I informed him that I had received a letter from Jonathan D. Wald, Esq., dated August 14, 2000 informing me that I would be sued for malpractice by at least four (4) of the eight (8) complainants, as the other four (4) had not made up their minds.

IT IS CLEAR THAT,

In this non-conventional case, it is an error for Mr. Wald, Mr. Ganguzza and the Florida Bar to intervene to define costs after the clients agree to pay costs they were aware of from any funds received from the defendant in the case.

It is error for Mr. Wald, Mr. Ganguzza and the Florida Bar to completely disregard written and executed contract and agreement thoroughly explained and understood by clients (when translator executed and initial each page of said contract).

It is error for Mr. Wald, Mr. Ganguzza and the Florida Bar to refuse to accept the Florida Bar auditor's report, refused to give a copy of said report to me, refused to include said report in their package to secure probable cause before the grievance committee and failed to inform the clients of their findings, that is, the costs and expenses were incurred and paid for.

It is error and malicious for these eight clients to take me to the Florida Bar to be investigated believing that the Bar will make me give them more money (extort money from me) contrary to their agreement, understanding and knowledge of the disbursement.

It is error for the Florida Bar to allow Mr. Wald to use it as its instrumentality in the hope of getting a disciplinary action against me which would give him an upper edge on any case he may bring

against me on behalf of the clients for his own financial gain.

The contract between the clients and I states, that I may incur any costs necessary to properly handle the case. In this non-conventional case, costs borne by the clients were define by the clients and the lawyer. Clients did not pay one dime except that 7 of the 8 clients paid \$100.00 toward the translators' fee because I ran out of money in the fourth case and the translator would not go to court to translate if I did not make a small deposit towards her fees. The clients were not spending any money, the possibility of winning was dim, they all agreed to all of the costs outlined on the settlement statement. They had nothing to loose except me. During the deposition of three of the 8 clients, they testified that I usually meet with all 8 of them weekly, biweekly or monthly. It depends on the need of the case. I also write them and call them whenever I need them. I always communicate with them in creole. They never had a problem understanding me since we speak the same native language. I also meet with them after each trial to discuss the costs and expenses.

THE EFFECT ON MY LIFE

Mr. Wald's action of informing the clients that my costs and expenses were not real and the Florida Bar's relentless pursue of taking away my privilege to practice law to support my family and I have affected my mental and emotional well being and have had a negative impact on my financial status. These clients believe and have informed my potential/prospective clients that I stole their money. This has affected my business for the past 28 months. My business runs on referrals. I started advertising in the yellow pages and the internet this September 2001.

I found myself taking Xanax, an anti-depressant, sleeping and anxiety medication. I started at .05 and had gone up to 2 milligram. With the help of my Haitian mother, about 9 months ago, I started to eat several pieces of raw garlic and aloe daily to alleviate my nerves, my fast and irregular heartbeat and sleeplessness due to the stress. For the past couple of weeks, I have been getting 1 to 2 hours of sleep. Some days I am depress and other days I am angry.

This has also affected those people who are most important to me, my two minor children and my mother. I have fought a long and hard fight. Now it is time to retreat if I am to keep my sanity and keep my

home and those who are dear to me safe.

THE FLORIDA BAR'S UNBRIDLED POWER

Mr. Wald, Mr. Ganguzza and the Florida Bar see it fit to eliminate me from the practice of law since they have unbridled power. To accept any sort of compromise for one second from the Bar would be to validate their gross abuse of power and to in effect legitimize the mockery they have made of the investigative system and the Florida Bar's motto "Advancing the Competence and Public Responsibility of Lawyers." Worse of all it would be to admit that I have taken advantage of my clients by stealing from them.

At the outset of this case, I complained to the Florida Bar about Mr. Ganguzza's partiality and bias not towards the complainant but toward Mr. Wald and his agenda. I further informed them that Mr. Wald's action speaks volume in that he is a silent yet active member of the grievance committee whose objective is to destroy me. My plea fell on deaf ears.

The law is designed to protect the least powerful, to operate evenhandedly without regards to stature, connections or money. This is not the case. The Florida Bar launched an almost 28 months investigation, which is ongoing, of my costs and expenses which was clarified by its auditor. The Bar's unreasonable request that I produce original receipts and canceled checks for in-house copies, faxes and postage when they know and acknowledge that it is not possible to provide these items except time logs.

*I have spent thousands of dollars in costs and attorney's fees and several hundreds of hours fighting the Florida Bar and its entourage for the past 28 months. I subpoena Mr. Wald, Mr. Ganguzza and 3 of the eight clients for deposition. Once the depositions were completed which in fact revealed that this 28 month-investigation was based on a lie, the Florida Bar disregarded all of the sworn testimony and proceeded with its claim. Thus, well establish rules of civil procedure and common sense are inapplicable in this investigation. I found myself stranded before a **lawless tribunal** where I must fight to protect my earned privelege and vested right to practice law.*

RELINQUISHMENT OF MY LICENSE TO PRACTICE LAW

To allow the Bar to continue to persecute me, disturb my peace, the lives of my beloved children and mother for the sake of my license for one more day is unacceptable. Furthermore, I am tired. -- The Florida Bar may have my license to practice law in this state. By relinquishing this privilege, I have reclaim my peace of mind.

Through my trusted former attorney, Bill Ullman, the Florida Bar, through its attorney, Randolph M. Brombacher, gave me a disciplinary resignation form with an affidavit they prepared. I was promised that if I signed this resignation form, which in effect validate the inequities the Bar imposed on me, all my troubles will be over. If I do not sign it, my troubles have just begun. (A copy of the documents will be posted on this site). I refused. Since I did not succumb to their threats, I am awaiting the Bar's wrath for my disobedience.

My former attorney, whom I was informed was the best in the field and had connections, informed me that my action is like "waving a red flag in front of a raging bull. Just give them what they want. You don't want to be a lawyer anyway." Mr. Ullman could not understand that once one has been robbed of certain legal opportunities and mundane possessions, all that is left is one's dignity and self-worth. At this point, one must do all she can to keep them. If not, her spirit will be broken. How can one live with a broken spirit? More importantly, how can one with a broken spirit nurture the growth and well-being of her young.

It is only fitting that I relinquish my right to practice law with one of my favorite prayers since justice refuses to accommodate me,

*Lord, look toward me and have pity on me
For **I am alone** and afflicted
Relieve the troubles of my heart
And take me out of my distress
Put an end to my affliction and my suffering
Behold, **my enemies are many**
And **they hate me violently**
Preserve my life and rescue me
For I take refuge in you
Lord my God.*

THE FOLLOWING ARE DEPOSITION /SWORN TESTIMONY OF:

Mr. Ganguzza

When I asked Mr. Ganguzza, does the Bar have any rule or regulation in a situation where a lawyer raise concerns about an investigating member being bias and partial? He answered, "No. This issue has not been in the grievance committee consideration or deliberations or by the Bar." Pages 7 lines 15 - 25. The deposition will reflect that Mr. Ganguzza never spoke to any of the complainants except to Mr. Wald. A copy of Mr. Ruga's report was not included in the package to the grievance committee when these reports deals directly with the issues of costs in this case the only issues pending. I had to demand that a copy be included in the package to the grievance committee. The Florida Bar has refused to accept the report of its own auditor, A certified Public Accountant who has been working for the Bar for over 16 years and has conducted 400 to 500 audits for the Bar. Mr. Ruga's Deposition, page 5 line 4-25, page 6 lines 1-25, page 12 lines 1-25.

Request by eight clients to have simultaneous deposition

When I subpoena three of the 8 clients for deposition, they refuse to attend the deposition when they arrive at my office, claiming that the only way they would give me their deposition is if all 8 of them were present and they would give me the deposition simultaneously. Of course, Mr. Brombacher felt that this request was reasonable. See Statement on the Record page 3 line14 to 19.

Mr. Wald

Mr. Wald has never participated in a federal trial much less a racial, federal discrimination trial. Deposition of Wald. Page 7, lines 1-25 and page 8 line 1 -9.

Mr. Wald told the 8 clients that they are my victim and he will get them money from the state compensation fund to help them. However, Mr. Wald does not remember whether the clients signed a contract with him or not. Page 11, line 17 to 25 and page 12 line 1 -25. Mr. Wald prepared the letter which Baptist took to the Florida Bar from information provided by Baptist only. Page 14 lines 19 -25, page 15 1-25, page 16 lines 1-25. Mr. Wald also informed these clients that my costs were not credible, real or legitimate. As a matter of fact, they were highly suspicious. Page 23, line 1-25, page 24, lines 1-25. Page

28, line 19-20. Mr. Wald admit his opinion as to the legitimacy of my costs are irrelevant since he is not an expert witness. Page 30 lines 16-25, Page 31-32. It is clear that Mr. Wald trashed me to these 8 clients regardless of the consequences to my life and law practice without knowing anything about the cases. Mr. Wald has a vague recollection of receiving Mr. Ganguzza's report and did not receive a copy of Mr. Ruga' report. He did not bother to call the clients and tell them of the result of this report. Page 25, line 22-25, page 26-28, page 36 lines 18-25.

I am the only attorney he remember making such a request from. Page 19, lines 12-25, page 20, line 1-21

Conclusion

After I took the depositions of three of the 8 clients, I realized the greed and hatred fueled by Mr. Wald and the Florida Bar in these 8 clients have minds of their own. These clients will do and say whatever it takes to collect more money. A reading of the depositions reveal that each of the 8 clients tells a different version of the same event. More disturbing is the fact that their story is completely different from the letter Mr. Wald prepared for Mr. Baptiste. The letter which Mr. Baptiste had the other seven clients signed and submitted to the Florida Bar on September 1999 which launched this ongoing 28 months investigation.

During the deposition of one of the complainants, Exanise Marcellus, she was asked "Did you read and understood the letter Mr. Wald prepared for Baptiste which all 8 of you signed and took to the Bar?" She answered, "No. I sign the letter because if all 8 of us complain to the Bar..... (we would get more money). They gave me the letter to sign. I signed it because I am suppose to. I am not aware of the content of the letter." This letter is the instrument used by the Florida Bar to begin their ever-ending persecution of me.

The recurring theme of the 8 complainant's statement is that my costs and expenses are false.

I know that the public interest will be adversely affected by the action of the Florida Bar. It has affected the purity of the courts and hinder the administration of justice and the confidence of the public in the

legal profession.

Posted November 9, 2001.

Anne G. Telasco, Esq.

7320 Biscayne Boulevard, Miami, FL 33138. Phone: (305)754-4466; Fax: (305)754-9074