

**AFFIDAVIT OF CATHERINE E. CZYZ, ESQ. FOR OMNIBUS USE BY
CATHERINE E. CZYZ, ESQ. (CATHERINE ELIZABETH CZYZ), AND/OR BY
THE CZYZ LAW FIRM, P.A. AND/OR BY THE CZYZ LAW FIRM, PLLC**

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE me, the undersigned notary public, personally appeared Catherine E. Czyz, Esq., who, upon her oath, deposed and stated as follows:

1. My name is Catherine E. Czyz, Esq.. I am over the age of eighteen (18) years and make this Affidavit upon personal knowledge of all matters stated herein.

2. I affirm and certify under oath all of the allegations contained in the Amended Complaint in *Czyz et. al. v. Atwood, et al.*, 2021 CA 2874, are true and incorporate by reference all of those allegations in this Affidavit.

3. Erin Neitzelt is a woman that I knew from childhood, who went to grade school and high school with me in the same graduating class in St. Clairsville, Ohio.

4. Erin Neitzelt and her current husband, Scott Neitzelt (Scott), were high School classmates, and as such, I allowed them to be Facebook friends on my personal and private Facebook page for many years, since possibly 2009.

5. I only had limited personal contact with Erin Neitzelt (Erin) before she reached out to me by telephone sometime in 2015 for representation on an Ohio case, which was personal contact with her at informal high school reunions sometime in or around a few years before she made the call.

6. When Erin called me in 2015 for a case, I first asked her where this case occurred and she stated "Ohio", and I told her that I only take Florida cases, and I told her to call an Ohio attorney and ended the conversation without listening to facts.

7. In or about January, 2016, Erin called me again and told me again that she needed my counsel as an attorney, so I asked her to tell me what happened and where it occurred, and she told me that she was having problems with Scott's half-sister, and that his sister was coming into "Cooter's", the bar that she owned with Scott, and throwing around chairs and throwing beer glasses around the bar.

8. Erin told me that she made a police report against her sister-in-law for this and asked me if she had any civil recourse.

9. I asked Erin why Scott's sister was doing this, and she responded that Scott used to financially support his half-sister and that she didn't like Erin, and thought that she was going to steal all of Scott's money.

10. I told Erin that it seems odd that the sister would think that since she is married to Scott, but I told her that she should try to work out her family issues but if she needed counsel that she would have to speak to an Ohio attorney, and again, reiterated to her that I only take Florida cases, we said our goodbyes, and I hung up the phone.

11. Other than these instances described of reaching out to me for legal advice, I couldn't think of any contact with Erin, but I recently remembered that I also had a birthday party in or around my seventh (7th) birthday (in or about April, 1976), when I invited my home room classmates to my parent's house for the party, and she was one of the children who attended.

12. I remember Erin Neitzelt, who at that time was Erin Maroney, at the birthday party because she was the child who ran through the screen door of the sliding glass doors located in the downstairs family room; when Erin ran through the screen door, it busted out of the hinges and fell on the patio, and I can't remember if she fell or

injured herself, or if she hit her head at that time, but I remember that the other children laughed at her when this happened.

13. This memory came back recently (the date today is February 5, 2022) because I have now been traumatized by this woman and her co-Defendant attorneys for many years with frivolous litigation in Lee County, and therefore, I have been forced to think about her for years now.

14. As to the Lee County legal malpractice case being frivolous, it alleges that I left out a National Origin claim for Erin in an EEOC charge form, when she and I know, and anyone who read and reviewed the bills for time on her case can see, she came to me with an employment case and alleged Sex discrimination for the type of woman she was, due to her looks and wealth, and further alleged that a female co-worker informed her that women in general were not being advanced at Mariner Middle School, and the bills further reflect, several months after sending the EEOC charge form to the EEOC, Erin provided me, by e-mail, a copy of a class action lawsuit of black people suing the same Lee County Schools and making the same allegations of secret meetings, and therefore, the bills reflect that I did research and found a law suit in Federal Court against Lee County Schools by a woman who claimed that she was discriminated based upon National Origin because she was a tall, blonde, white woman.

15. As this woman was suing the same Lee County Schools for discrimination, and as Bonny (Bernadette) Gallo, a woman who was wealthy, white, tall, blonde, and who was married to a doctor at the time of employment and who drove a convertible Mustang at the time of employment, was let go and not advanced at Mariner middle school, I looked into whether Erin could bring a class action against the school.

16. During my due diligent investigation of Erin Neitzelt's case (which is required by me and every attorney in the state of Florida to perform under the ethical rules, before filing a case) I called and spoke with Bonny Gallo, who told me that she was loved by her students and that other teachers came to her class window and cried because she had a food pantry for the poor children, which she stocked with the help of the Kiwanis Club, and that she was let go by Rachel Gould with a letter stating that her position was not being funded for the next year and that she had to be let go.

17. Bonny Gallo further told me that she found out later that her position was not erased or unfunded, but that she was replaced by another teacher the next year.

18. Again, by looking at the bills, anyone can see that I didn't receive the black person class action information, the woman with the National Origin claim information, nor the information from Bonny Gallo until after the EEOC claim was filed and that no discussion of a National Origin claim or relating other women to the case was discussed with Erin before filing the EEOC charge form with the EEOC.

19. Also, I discussed her claims in Complaint against the school with Erin on the telephone, before filing the law suit in December, 2016,

20. During this discussion on the telephone, I told her that I added the Emotional distress claim for her because she expressed that she wanted one so badly, even though we had previously discussed that it would be difficult to prove and likely dismissed.

21. During this discussion, I discussed in detail with Erin adding a National Origin claim in the Complaint as an "and/or" term, or pleading in the alternative, that I would add a National Origin, in order to later relate the claim of the tall, blonde, white, woman who was making the National Origin claim, or in the event a juror felt that her looks

were related to her ancestry and not to her being a woman.

22. To this she responded that she felt that Rachel Gould was more jealous of her five (5) carat diamond ring and her wealth more than her looks, giving some push-back on the National Origin and/or claim.

23. I then explained to her that the word "or" meant that National Origin did not have to be proved, and that since it wasn't in the EEOC charge form that the opposing counsel assigned to the case would likely object and assert that all other discrimination types were waived and that if she or he objected that I would agree to refile it with the National Origin claim removed, but that we would try to get it in because waiver could be waived if the other attorney didn't object..

24. I then went over the relief requested in the Complaint and told her that normally there had to be a showing and motion to the Court before bringing a claim for punitive damages but that we would try to sneak it in and that as there was a probably that the first Complaint would be dismissed to be re-plead, I would see what we could sneak it in without objection..

25. I then went over the relief claim for being re-hired in the same or advanced position, but told her that this was unlikely to happen, and that she would probably only get money in a settlement, if it settled, but she stated she wanted to try because Scott was planning on retiring and they planned to go back to Florida..

26. Erin approved the Complaint by e-mail, I filed it in Lee County state Circuit Court in or about December, 2016, and then shortly, thereafter, Erin called me and told me that she wanted the relief for the same or better position (as a Principal) removed because they changed their minds and were staying in West Virginia. I informed her that I would

make the change, and I filed the Amended Complaint for her with that change.

27. During this phone call in or around December, 2016, Erin did not say anything else; she did not tell me to take out the National Origin claim or do anything else other than take out the relief for getting her old job back or a better job.

28. If Erin had called me and wanted the National Origin claim removed, then I would have removed it, it's her case, and I had already explained to her that it was most likely going to be removed by a motion to dismiss anyway.

29. Furthermore, the usage of "and/or: clauses in contracts or in pleadings is basic contract law and civil procedure knowledge that all attorneys know about pleading in the alternative, and that the term after an "or" does not have to be proved, and that furthermore, it is plead this way to protect the client's interests.

30. There was never any legal malpractice that could be shown or found by the pleading of the " and/or National Origin" claim in Erin's Complaints against the school, and furthermore, it was legal malpractice for Scott E. Atwood, Esq. to file these claims on Erin's behalf and to pursue them under his law firm's, The Atwood Law Firm, P.A. and Henderson, Franklin, Starnes and Holt, P.A..

31. There was never a pleading or claim against me or the law firm(s) stating that the contracts used between Erin and The Czyz Law Firm, P.A. were defective, and furthermore, Mr. Gunter, who testified as her expert, testified at the Final Hearing that an hourly, or an hourly and contingency fee, or a contingency fee contract could be used to represent Erin against the school.

32. To date, Mr. Gunter testified twice and he never testified that the contracts were illegal or unenforceable or that portions of the contracts, such as the quantum meruit

fees clause, are not severable.

33. Erin knew the entire time that I represented her that she was paying me hourly because I am a solo practitioner; if she wanted a contingency fee contract at the beginning, she could have found another, and larger, firm.

34. I told Erin during our telephone consultation that I would have to charge her hourly and that she could probably find a local attorney to work on her case on a contingency fee agreement basis, and that as a solo, I only take negligence cases on a contingency fee.

35. I told Erin in a following conversation that I usually didn't take cases against municipalities or government entities because of the caps and that it wasn't financially worth it, and that I hadn't looked at the statute in so many years that I'd have to research again but that it used to be one hundred thousand dollars.

36. The bills reflect that I researched the statute on caps and then affirmed to her that it was one hundred thousand in damages and also fifty thousand in attorney's fees.

37. After this discussion on the caps, I asked Erin if she wanted to continue and she did, because she said that Rachel Gould caused her so much stress and anxiety.

38. In fact, several times during the due diligent investigation, I asked Erin if she wanted to continue because her fees for my time kept increasing and because I as I investigated, I found some evidence that hurt her case, including omissions by her and false belief of not getting into the Doctorate program because of Rachel Gould's statements only.

39. Erin kept pushing me to file a Complaint and I told her we had to file with the EEOC first.

40. While the EEOC had her charge form, Erin pushed me to file the law suit

and I even called the EEOC to push them on their investigation for her, which is in the bills.

41. At some time in June, 2016, while I was representing Erin, she called and told me that she was having money problems because she sold her businesses and because she just moved to from Ohio to West Virginia with Scott, and after she told me this, I offered to reduce my attorney fee in half to \$175, and she was happy with this offer and I drafted an addendum stating such.

42. Erin returned the original Retainer Agreement to me in the mail, by US mail, to me in New Jersey.

43. Erin sent me a copy of the Addendum by e-mail and another copy by regular US mail to me in New Jersey, and I did not know until it was revealed by her at the Final Hearing that Scott signed the e-mailed copy, forging her signature.

44. I found it curious, but didn't think anything about it at the time, but sometime between that call in June, 2016 and the call from her in November, 2016 telling me she wanted a contingency fee contract going forward, she re-confirmed with me that I only represent clients for negligence cases on a contingency fee basis, and then she asked me why and I told her that it's because I refuse to assume the risk of not prevailing on the case or getting her a recovery and that negligence cases are easy and that you only have to show negligence and damages.

44. Now I believe that an attorney wanted to know this for purposes of making me withdraw.

45. Several times during pre-suit representation, I told Erin that if the school had a non-discriminatory reason for termination, in her case, that she was an incompetent

teacher, then she would lose.

46. Erin wanted to keep going and sent me volumes of prior work files to review after I sent her an e-mail telling her that I could get these files in discovery.

47. Erin did not tell me how many prior employers she had in our initial talk.

48. Prior to filing the Complaint, with all of the negative evidence I found and all of the issues of the Complaint discussed, she still wanted to go forward and she stated in a text or email that we will give it a try.

49. At no time during my representation of Erin in 2016 or 2017 did Erin disclose that she was meeting with attorneys to bring a legal malpractice action against me.

50. The first knowledge that I had of her meeting with attorneys against me was by her statements in her Florida Bar Complaint that she filing in or around May, 2017.

51. At the Final Hearing she testified that she was meeting with attorneys before January, 2017, in 2016 while I was still representing her.

52. Mr. Gunter also testified at the Final Hearing that she was meeting with attorneys to go against me for legal malpractice before she talked to him in January, 2017, (also while I was still representing Erin), but he refused to give me the names of the attorneys.

53. Mr. Gunter testified at his deposition that he met with Erin at the end of February, 2017, after Erin terminated my representation, which wasn't true, by his own testimony.

54. I had no idea at the time that my law firm was representing Erin, which was from the beginning or middle of March, 2017 until the middle of February, 2017, that she was meeting with attorneys against me.

55. In fact, in or about January or February, 2017 she stated that she would help me find co-counsel when I was talking to Lee County attorneys for her.

56. The Florida Bar Association was aware that I looked into the class action possibilities for Erin after she gave me the black person class action case, because I contacted it for names of class action attorneys to speak to about the matter, as I didn't handle these class action cases.

57. attest that the signatures on the retainer agreement, addendum and contingency fee agreement appear to be the same as her signature on that form.

58. The representation contract(s) and/or retainer agreement, addendum and contingency fee agreement are a business record of the law firm.

59. I kept the representation contract(s) in the course of regularly conducted business of the law firm.

60. The representation contract (s) are routinely made and kept as part of a client's file and/or in Erin Neitzelt's file.

61. The representation contract(s) were made at or near the time when they were recorded or kept.

62. The representation contract (s) was transmitted by a person with knowledge, myself, and I reported the knowledge a part of the law firm business.

63. I was awarded \$275 an hour by a Palm Beach County Judge in 1999 as reasonable and customary.

64. In 2016 I advertised a fee of \$500 an hour and knew that other attorneys in Palm Beach County with the numbers of years of experience also charged this amount as a fee.

65. Reasonable fee rates are based upon location and numbers of years of experience and I have litigated in Palm Beach County, FL since 1997.

66. I opened a trust account for The Czyz Law Firm, P.A. at PNC Bank in or about 2007 and I never closed it.

67. I reported Erin Neitzelt getting my account information to Chase Bank on April 7, 2016 and nothing was done to change the account or protect my information.

68. Erin told the Florida Bar in May, 2017 that I did not have a trust account and I didn't know at that time that PNC did not have an open account.

69. Erin told the Florida Bar that I did not have an Escrow Account, yet her case had nothing to do with real estate.

70. Indeed, in 2016 and 2017, I did not have an Escrow Account open.

71. After I received Erin's Complaint from The Florida Bar in or around the beginning of September, 2017, and saw the perjury and that she got into my account again, I contacted the F.B.I., who had me make a report to the police in Bloomingdale, NJ.

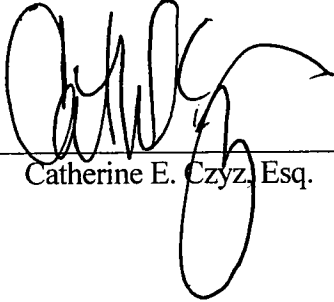
72. Erin was brought up on four felony counts in New Jersey and I was told by the J.A. that Judge Wubbenhorst found probable cause to issue the warrant for arrest and Complaint but that he wouldn't because Erin did not live in New Jersey and he could not send the Sherriff to arrest her.

73. I have been damaged immeasurably by Erin and whoever helped her and advised her to keep coming to me for representation.

74. As of February 6, 2022, I shall not practice law in the State of Florida for two years and I shall only file pleadings, pro se, as allowed by any non-attorney under

Florida law.

Further affiant sayeth naught.



Catherine E. Czyz, Esq.

STATE OF FLORIDA)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Catherine Czyz to me known and known to me to be the person described in and who executed the foregoing, and he acknowledged before me that he executed same, () who is personally known to me (___), who has produced _____ as identification, and who () did (___) did not take an oath, and who executed the foregoing.

SWORN TO and subscribed before me this _____ day of _____, 2018.

NOTARY PUBLIC, State of Florida

My commission expires:

I certify and verify as an attorney in the state of Florida on February 5, 2022