

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA.

CASE NO: 502021CA002874-XXXX-MB

CATHERINE E. CZYZ, ESQ.,
THE CZYZ LAW FIRM, P.A., and
THE CZYZ LAW FIRM, PLLC,

Plaintiffs,

vs.

SCOTT E. ATWOOD, ESQ., THE ATWOOD LAW FIRM, P.A.,
JASON L. GUNTER, ESQ., JASON L. GUNTER, P.A.
d/b/a GUNTERLAW, RICHARD AKIN, ESQ.,
HENDERSON, FRANKLIN, STARNES AND HOLT, P.A.
ERIN BETH NEITZELT, PNC FINANCIAL SERVICES GROUP, INC.,
SHANEE L. HINSON, ESQ., PATRICIA ANN TORO SAVITZ, ESQ.,
and JP MORGAN CHASE BANK, NA,

Defendants.

_____ /

AMENDED COMPLAINT

Plaintiffs, CATHERINE E. CZYZ, ESQ. individually and as a corporate representative of THE CZYZ LAW FIRM, P.A., a dissolved Florida corporation, as part of winding down, and THE CZYZ LAW FIRM, PLLC through their undersigned counsel, sues Defendant, SCOTT E. ATWOOD, ESQ., THE ATWOOD LAW FIRM, P.A., JASON L. GUNTER, ESQ. JASON L. GUNTER, P.A. d/b/a GUNTER LAW, RICHARD AKIN, ESQ., HENDERSON, FRANKLIN, STARNES AND HOLT, P.A.,

RECEIVED, 02/10/2022 10:04:22 PM, Clerk, Supreme Court

ERIN BETH NEITZELT, PNC FINANCIAL SERVICES GROUP, INC., and JP MORGAN CHASE BANK, NA, alleges and states as follows:

JURISDICTION AND VENUE

1. This is an action for damages in excess of the sum of Thirty Thousand Dollars (\$30,000.00) and is expressly within the jurisdiction of this Court.

Plaintiff, Catherine E. Czyz, Esq., was a corporate representative of The Czyz Law Firm, P.A. and is a managing member of The Czyz Law Firm, PLLC and is sui juris.

2. Plaintiff, The Czyz Law Firm, P.A. is a dissolved Florida corporation and at all times material hereto, was doing business in Palm Beach County, Florida, and The Czyz Law Firm, PLLC is an active Florida limited liability company doing business in Palm Beach County, Florida.

3. Defendant, Scott E. Atwood, Esq., upon information and belief is a resident of Lee County, Florida.

4. Defendant, The Atwood Law Firm, P.A. is a dissolved Florida corporation, that at all times relative hereto was doing business in Lee County, Florida.

5. Defendant, Jason L. Gunter, Esq., upon information and belief is a resident of Lee County, Florida.

6. Defendant, Jason L. Gunter, P.A. is a Florida corporation doing business as Gunterlaw in Lee County, Florida.

7. Defendant, Richard Akin, Esq., upon information and belief, is a resident of Lee County, Florida.

8. Henderson, Franklin, Starnes and Holt, P.A. is a Florida corporation doing business in multiple counties in Florida.

9. Erin Beth Neitzelt, upon information and belief, is a West Virginia Resident and/or a resident of Lee County, Florida.

10. PNC FINANCIAL SERVICES GROUP, INC., is a foreign corporation authorized to do business and doing business in Palm Beach County, Florida.

11. JP MORGAN CHASE BANK, NA, is a foreign corporation authorized to do business and doing business in Palm Beach County, Florida.

12. Shanee L. Hinson, Esq. upon information and belief is a Leon County, Florida resident.

13. Patricia Ann Toro Savitz, Esq. upon information and belief is a Leon County, Florida resident.

14. Venue is proper in Palm Beach County, Florida in that (i) the acts and conduct complained of took place in Palm Beach County, and/or (ii) the contract(s) specifies that the venue and/or jurisdiction is Palm Beach County, and/or (iii) the causes of action asserted herein arose in Palm Beach County, Florida.

GENERAL ALLEGATIONS

15. Erin Neitzelt is a person who went to grade school and high school in the same graduating class with Plaintiff, Catherine E. Czyz, Esq., in Ohio but they were not friends.

16. Erin Neitzelt's husband, Scott Neitzelt, also went to grade school and high school with Catherine E. Czyz, Esquire, in the same graduating class but they were not friends.

17. Both Defendant, Erin Neitzelt and Scott Neitzelt were Facebook friends with Catherine E. Czyz, Esq. since in or around 2009.

18. Catherine E. Czyz, Esquire did not have any contact with Erin that's all other than Facebook with the exception of a few informal class reunions in Saint Clairsville, Ohio prior to March, 2016.

19. Within the first two weeks of March, 2016, Erin Neitzelt contacted Catherine E. Czyz, Esq. regarding an alleged employment action that she had against her prior employer Mariner Middle School located in Lee County Florida, *See* deposition of Erin Neitzelt taken on January 20, 2020 filed with the Court.

20. Within approximately six months prior to March 2016 Erin Neitzelt had contacted Catherine E. Czyz, Esq. via telephone on two separate occasions for legal representation on two separate cases that allegedly occurred in Ohio, and she was turned away by Catherine E. Czyz, Esq., each time informing Erin Neitzelt that she was a Florida licensed attorney.

21. Catherine E. Czyz, Esq. did not listen to the facts of the first case and immediately turned Erin Neitzelt away as it was an Ohio matter.

22. On the second call to Catherine E. Czyz, Esq. by Erin Neitzelt for legal representation she listened to Erin Neitzelt's facts, which were that her husband's half sister was coming into their bar Cooters and "making a ruckus throwing around chairs and beer glasses", *See* deposition of Erin Neitzelt from January 20, 2020 in *Neitzelt v. Czyz/Czyz v. Neitzelt*, 2018 CA 2440 filed with the Court..

23. Erin Neitzelt stated that the sister was acting this way because she had been financially supported by Scott Neitzelt and that she was afraid that Erin Neitzelt would take all of his money, *See* deposition of Erin Neitzelt.

24. When Erin Neitzelt contacted Catherine E. Czyz, Esq. in March, 2016, she

stated a very detailed story that contained what she knew to be falsehoods and omissions of material facts, but contained allegations that would substantiate an employment discrimination case and contractual rights that only someone with employment law knowledge would know.

25. After speaking to Erin Neitzelt about her alleged employment law case, Plaintiffs informed her that a full consultation would cost her \$500 and she agreed.

26. After consulting with Erin Neitzelt about her alleged employment law case, Catherine E. Czyz, Esq. informed her that she may have a case, but that it would cost her a lot of money just for The Czyz Law Firm, P.A. to investigate it, as it is a solo practice, and that there were other attorneys in that area of Florida who may represent her on a contingency fee basis, and that The Czyz Law Firm, P.A. only represented people for negligence cases on a contingency fee basis, and to this Erin Neitzelt responded, "That's okay."

27. At this consultation, Catherine E. Czyz, Esq. informed Erin Neitzelt that she practiced mostly in Palm Beach, Florida and also Broward and Miami Dade counties, with litigation experience there.

28. Defendant, Erin Beth Neitzelt, knew that Catherine E. Czyz, Esq. was located in New Jersey at the time she telephoned Plaintiffs about her alleged employment case and that Plaintiffs were making a special exception for her and carving out time to help her because she specifically wanted Plaintiffs to help her with her case.

29. Defendant, Erin Beth Neitzelt, had contacted Plaintiffs in March, 2016 with this, "help me, help me" desperation in her voice, asking for help against her prior employer and this same desperation was echoed in the twenty-five page document

including false and defamatory information in the complaint/inquiry she made to the Florida Bar that ended with, “I’d write more if there wasn’t a 25 page limit”, and “Help me”.

30. The Plaintiffs entered into three representation agreements with the Defendant, Erin Beth Neitzelt, which, at her deposition in *Neitzelt v. Czyz/Czyz v. Neitzelt*, she denied executing all but one contract, then in her later testimony at the final hearing of the complaint in *The Florida Bar Association v. Catherine Elizabeth Czyz*, she admitted to signing the contract(s) and to having her husband forge her name on one agreement, *See* deposition testimony and final hearing testimony of Defendant, Erin Beth Neitzelt, filed with the Court.

31. The contract(s) entered into between Plaintiffs and Defendant, Erin Beth Neitzelt, are attached hereto Plaintiffs’ Composite Exhibit “A”.

32. During discussions about the difficulties of her case, Plaintiffs informed Defendant, Erin Neitzelt, that all discrimination cases are difficult cases to prove and that there are hurdles that must be overcome, as if there is cause for termination, then the employer wins the case, and that in her case if there was a showing that the school had a valid, non-discriminatory reason for terminating her, in her case, that she was an incompetent teacher, then she would lose her case against Lee County Schools, and during the course of representation, Plaintiffs stated this to Defendant, Erin Beth Neitzelt multiple times.

33. Defendant, Erin Neitzelt, during initial discussions in April, 2016, and as part of her story, informed Plaintiffs that she was hired under a professional contract with multiple pages, and Plaintiffs confirmed with her that it was similar to a contract with a

physician that had multiple pages, but she claimed that she did not have it for Plaintiffs to review because the secretary of the school had her sign it outside and then ran off with the contract and did not give her a copy, *See* deposition of Erin Beth Neitzelt filed with the Court from *Neitzelt v. Czyz/Czyz v. Neitzelt*.

34. At her deposition in January, 2020, Defendant, Neitzelt, authenticated the one page document with the Florida employee at-will statute written at the top of it in big font, as the multi-page professional employment contract that in March to April, 2016 she misrepresented to Plaintiffs that she had executed with the school.

35. Defendant, Erin Neitzelt also volunteered at her deposition that she knew about the one-year employee-at-will Florida statute, but omitted this information at her initial talks with Plaintiffs, and even allowed Plaintiffs to research the statute and paid Plaintiffs for the research.

36. Only an employment law attorney or someone with employment law experience would know that a professional contract would give an employee more rights than an employee-at-will, evidencing that Defendant, Erin Beth Neitzelt consulted with an employment law attorney before she contacted Plaintiffs in March, 2016 with her story and knowingly and purposefully sought out Plaintiffs for representation of a case that she knew contained fabrications for the purpose of later making a Florida Bar Complaint and legal malpractice action against the Plaintiffs.

37. In the frivolous legal malpractice action that was filed by Defendant, Scott E. Atwood, Esq. on behalf of Defendant, Erin Beth Neitzelt, (*Neitzelt v. Czyz/Czyz v. Neitzelt*) she alleges that Plaintiffs committed legal malpractice by leaving out a claim of National Origin from Defendant's, Erin Beth Neitzelt's, EEOC charge form letter, and

even though evidence in that case has shown that that is a false allegation and that Plaintiffs did not commit legal malpractice, Plaintiffs still have not been able to win on multiple motions before the Lee County Court requesting dismissal or summary judgment because of the flagrant bias of the Court.

38. Defendant, Erin Beth Neitzelt, began meeting with attorneys and/or Defendant, Scott E. Atwood, Esq. in 2016 while Plaintiffs were representing Defendant, Erin Beth Neitzelt, pre-suit against Lee County Schools (*See*, final hearing testimony of Erin Neitzelt that she met with attorneys prior to January, 2017) as part of the well-devised scheme to set-up Plaintiffs for legal malpractice and a Florida Bar Complaint, and as part of this scheme, Defendant was to immediately file a Florida Bar Complaint after receiving her final bill from Plaintiffs to prevent Plaintiffs from filing an action to collect on the final bill in Palm Beach County, and as part of the scheme, she was then to file her bogus legal malpractice in Lee County Circuit Court herself pro-se, with it looking as if she herself picked venue, and as part of the scheme, Defendant, Scott E. Atwood, Esq.

39. During initial talks in or about April, 2016, Plaintiffs informed Erin Neitzelt that the school may be subjected to caps as a government entity and that Plaintiffs usually does not take any cases against municipalities or the like due to the caps on liability, and that Plaintiffs would have to do research, as Plaintiffs never represented anyone against a school.

38. Catherine E. Czyz, Esq. offered Erin Neitzelt a reduced rate of \$350/hour in 2016 and this rate was below the usual and customary rate and generous as Plaintiffs had been awarded \$275 an hour by a Judge in Palm Beach County Circuit Court in or

about the year 2000.

39. Defendant, Erin Neitzelt agreed to this rate and she was emailed the retainer agreement, which only required a signature without witness or notary; she signed it and sent it to Plaintiffs via regular mail.

40. Prior to retaining Plaintiff, The Czyz Law Firm, P.A., Erin Neitzelt knew from being in grade school and high school with Plaintiff, Catherine E. Czyz, Esq., that her father was a physician and that they had wealth.

41. Also, prior to retaining Plaintiff, The Czyz Law Firm, P.A., Defendant, Erin Beth Neitzelt, also thereafter, posted on Facebook a picture of herself and her husband in the exact same pose as the Plaintiff, Catherine E. Czyz, Esq. and her husband on the white beaches of the West Coast of Florida only hours after the Plaintiff, Catherine E. Czyz, Esq. posted the picture of herself and her husband on Facebook, mimicking them.

42 Other than this odd Facebook post that occurred prior to March, 2016, prior to the talk with Erin Neitzelt in January, 2017 admonishing her for acting unethically and conversing with Margaret Walters, an unrepresented Defendant, and for not understanding why a man could not be part of a Sex discrimination case based on being a woman, Plaintiffs did not know that Defendant, Erin Neitzelt, had been cyberstalking them on Facebook and/or the internet; during this talk with Erin Neitzelt she stated, “you spend a lot of time on Facebook,”, and then she started critiquing Plaintiff’s, Catherine E. Czyz, Esq. posts on her personal page rather than acknowledge the significance and substance of the conversation.

43 In or about March, 2016, Plaintiff, Catherine E. Czyz, Esq., opened a

Business account at JP Morgan Chase Bank, NA (herein after Chase Bank) in downtown Wheeling, West Virginia for Erin Neitzelt to deposit the retainer money.

44. At the Chase Bank, Catherine E. Czyz, Esq., spoke with a business banking representative and notified him the client would be making retainer deposits into the account for representation by her law firm and that her law firm had a trust account at PNC bank, and that he would need to contact the Florida Bar Association about opening the account, to make certain that the accounts were linked to the Florida Bar and to make certain of the types of accounts and if the law firm could have accounts at two banks.

45. Catherine E. Czyz, Esq. explained that she was at that location because she was traveling between Ohio, New Jersey and Florida and wanted to ensure that she could open an account at that location.

46. The Chase Bank Representative left Catherine E. Czyz, Esq. at his desk and went to another area the bank for approximately 45 minutes.

47. When the Chase bank representative returned, he represented that he was authorized to open a business banking checking account for the deposits and that there was no issue with the trust account being at PNC bank.

48. The application on the Chase Bank account that the representative handed Catherine E. Czyz, Esq. that stated "traveling attorney" as the occupation and she then corrected him and reiterated that she is a Florida licensed attorney and again requested assurances that he validated the appropriateness of the account(s).

49. The contracts between Defendant, JP Morgan Chase Bank, N.A. and Plaintiffs were entered into in or around March, 2016.

50. Defendant, Erin Neitzelt, described Lee County Schools as an area of

cronyism, nepotism and sexism and specifically stated that they were “Good Ol’ Boys” at the school and that Rachel Gould was a “member of the Good Ol’ Boy club” and that she followed the cronyism, nepotism, and sexist mandate of the Lee County Schools.

51. Defendant Erin Beth Neitzelt also alleged that Rachel Gould and Mariner Middle School committed discrimination, forced resignation, and refusal to promote the Defendant, Erin Beth Neitzelt to a Principal position.

52. Defendant, Erin Beth Neitzelt, also represented to Plaintiffs that she was a highly intelligent woman, with a 4.0 GPA in her doctorate courses and that she had a special certification to teach the gifted students, who had the highest IQs in the class because she felt she identified with them.

53. Due to Defendant, Erin Beth Neitzelt residing out of state in Ohio, and for ease of payments, she was provided with the Plaintiffs’ business account number for deposits.

54. Upon making the first deposit for the non-refundable retainer, on or about April 6, 2016, Defendant, Erin Beth Neitzelt, was given the Plaintiffs’ confidential bank information that the account was new and that there would be a hold on the check because of this by the Chase Bank teller, teller number 13 at the Bellaire, Ohio branch, and an account holder’s deposit receipt as if she were the Plaintiff, Catherine E. Czyz, Esq..

55. Defendant, Erin Beth Neitzelt, contacted Plaintiffs on April 6, 2016 after making the deposit to Chase Bank and stated, “ The bank teller told me that there would be a hold on the check because it was a new account and I told the teller that my account was several years old, then she said that no, the law firm’s account was new and that

there would be a hold.”, when Plaintiffs asked Defendant, Erin Beth Neitzelt how she got that information, she responded, “I don’t know why she gave me the information.”, and then Defendant, Neitzelt texted a picture of the deposit slip, showing that it was an account holders deposit slip with balances, to the Plaintiffs.

56. Plaintiff, Catherine E. Czyz, Esq., notified JP Morgan Chase Bank, N.A. (Chase Bank) of the breach of information to the Defendant, Erin Beth Neitzelt by speaking with the bank manager, Alison Laro, in New Jersey, on April 7, 2016 and showed her a copy of the deposit slip picture sent by text.

57. It was discovered in testimony from the Chase Bank representative in November, 2020, that at that time on April 7, 2016, Chase Bank did not give Plaintiffs information about Defendant, Erin Beth Neitzelt, being an imposter and assuming the Plaintiff’s, Catherine E. Czyz, Esq.’s identity to the police or F.B.I or close the account, or take any measures to protect Plaintiffs from further attacks by Defendant, Erin Beth Neitzelt, and that there policy when this happens is to just take notes, See transcripts from the final hearing/trial of October to December, 2020 transcripts to be filed with the Court.

58. Defendant, Erin Beth Neitzelt, thereafter, made monthly deposits into the same account and was given a regular deposit receipt by Chase Bank.

59. A few months after initiating representation of the Defendant, Neitzelt, or in or around June, 2016, Erin Beth Neitzelt, notified Plaintiffs that she moved residences from Ohio to West Virginia and due to selling her businesses, she was having financial difficulties.

60. Plaintiffs, as a courtesy, and upon reliance of the representations of Defendant, Erin Beth Neitzelt, the contract was changed to a partial contingency fee and

partial hourly fee agreement, reducing the hourly fee portion to \$175.00 per hour.

61. In or about, October, 2020, as an “expert witness”, Jason L. Gunter, Esq. testified that the types of representation contracts used by Plaintiffs with Defendant, Erin Beth Neitzelt, are/were the types of contracts used to represent employment discrimination clients.

62. In or about June, 2016, Defendant, Erin Beth Neitzelt knew that she had made misrepresentations and omissions to Plaintiff about her alleged case against the school, and that Plaintiffs gave her multiple warnings that she would lose if there was a non-discriminatory, legitimate reason for termination, but instead of disclosing that she was a fraud and telling Plaintiffs to stop working, she instead expressed financial hardship, hoping Plaintiffs would stop working so she could blame Plaintiffs for not perusing her case.

63. In her testimony on January 20, 2020 Defendant, Erin Beth Neitzelt, testified that she sold only one of her businesses in or around June, 2016 not all of her businesses as she had represented to Plaintiffs.

64. In her testimony in October, 2020, Defendant, Erin Beth Neitzelt testified that in or about June, 2016, when she sold her businesses that she had plenty of money.

65. Shortly after being retained in March, 2016, Plaintiffs requested that Defendant, Erin Beth Neitzelt, provide her with a timeline of events.

66. Plaintiffs also recommended to Defendant, Neitzelt, that her prior employment records should be reviewed to make certain that there was nothing damaging contained in them, but that Plaintiffs could receive them after the case was filed through discovery, See e-mail to Defendant, Erin Beth Neitzelt from Plaintiffs to be submitted to

the Court.

67. At the inception of the case, Defendant Erin Beth Neitzelt did not disclose that she had several prior jobs.

68. On her own accord, and knowing that Plaintiffs were charging her hourly for review of documents, Defendant, Erin Beth Neitzelt began sending volumes of past employment records and documents for Plaintiffs to review.

69. After Plaintiffs continued work on the Defendant's, Erin Beth Neitzelt's, case and after taking witness statements, Defendant's claims against Rachel Gould and Mariner Middle School began to unravel.

70. The Dean of the University, Dr. Valesky, who the Defendant claimed rejected her from the doctoral program in education because of unsolicited, untrue and defamatory statements made by her prior employer, the Principal, Rachel Gould, who "was out to get her", in fact rejected her because the Defendant, Erin Beth Neitzelt, listed Rachel Gould as a reference and she stated that the Defendant, Erin Neitzelt, could not control her class and the other reference listed by the Defendant on her application, a former co-worker, stated that Defendant, Erin Beth Neitzelt, was unstable, and there were better candidates for the program than she.

71. Although, Defendant, Erin Beth Neitzelt had sent Plaintiffs volumes of documents to review, nowhere in those documents was her two page resume that she sent to Gulf Coast University for review by Dean Valesky.

72. After the due diligent investigatory talk that Plaintiffs conducted with Dean Valesky, Plaintiffs asked Defendant, Erin Beth Neitzelt, for a copy of her resume, informing her that Plaintiffs needed a copy of the resume to impeach the Dean later after

filing the lawsuit.

73. Defendant, Neitzelt stated that she had just moved to West Virginia and that her computer was in a box underneath a bunch of boxes and that she could not reach it and she gave this same excuse a month later, and therefore, Plaintiffs had to make Defendant, Neitzelt execute a Release to get the resume and her records from Gulf Coast University, which showed that Defendant, Neitzelt used Rachel Gould, the woman she alleged was as her first reference, See emails to and from Plaintiffs and to be filed with the Court.

74. The Defendant, Erin Beth Neitzelt, also claimed that other women were similarly situated as she, and also discriminated as pretty, tall, blonde, white, wealthy women and provided the Plaintiff with the name of another woman who worked for the school (Bonnie Gallo), who was let go, and Plaintiffs, thereafter, found a case filed in Federal Court by another tall, blonde woman, which would help establish a class action.

75. As part of her case, Defendant, Erin Beth Neitzelt made a charge form letter to the EEOC in Miami, which was drafted by Plaintiffs and given back and forth a few times between Plaintiffs and Defendant, with Defendant making edits so that it was correct, See the EEOC charge form letter submitted to the Court..

76. Subsequent to making the charge with the EEOC, the Defendant, Erin Beth Neitzelt, also provided Plaintiffs with a discrimination case of black employees and wanted to be part of the lawsuit based upon her black ancestry, stating that she and her husband were part black, and/or to bring her heritage/ethnicity into the case.

77. This case that was given to Plaintiffs in an email from Defendant Erin Beth Neitzelt bolstered her claims of nepotism, sexism, and cronyism showing that Lee County

Schools also was racist, lending credence to Erin Beth Neitzelt's allegation of it being a sexist, racist Good Ol'Boys area of Lee County, Florida, an area stuck in time with an archaic view of women and black people reminiscent of when the Jim Crow laws were in effect.

78. At the time in 2016, when Defendant, Erin Beth Neitzelt, e-mailed the black person class action case to Plaintiffs, Plaintiffs did not know that she was already working with Defendant, Scott E. Atwood, Esq. in the conspiracy scheme, *See* testimony of Erin Neitzelt from *Florida Bar Association v. Catherine Elizabeth Czyz*.

79. Erin Neitzelt also provided this black person class action case several months after the EEOC charge form letter was sent to the EEOC for their investigation.

80. Also, provided by Erin Beth Neitzelt in the beginning of investigation to support her claims against the Lee County schools were documents from a male co-worker with a sticky note that said that Rachel Gould was abusing her authority by using the one year Florida at will statute for teachers to wrongfully terminate employees.

81. Erin Beth Neitzelt testified in October, 2020, that in 2016 she was meeting with Defendant, Scott E. Atwood, Esq. and/or other attorneys and discussing The Czyz Law Firm, P.A. bank account (s) with him and that Scott E. Atwood, Esq. told her that The Czyz Law Firm, P.A. was using the wrong type of bank account, *See* transcripts of testimony from Final Hearing/Trial in Florida Bar Complaint case based upon Erin Neitzelt' Bar Complaint/Inquiry, *See* Plaintiffs' Exhibit "B".

82. At no time during the representation did Defendant, Erin Beth Neitzelt disclose these secret meeting(s) with Defendant, Scott E. Atwood, Esq. or any other attorneys.

83. Defendant, Erin Beth Neitzelt, sent Plaintiffs the case of the black person class against Lee County Schools because she was working secretly with other Defendant attorney(s) at the time.

84. Defendant, Erin Beth Neitzelt, knew that Lee County was a Good Ol' Boy area and knew that she would be able to get help from the Lee County Good Ol' Boys attorneys with setting-up Plaintiffs with a bogus Florida Bar Complaint and a bogus legal malpractice action.

85. Erin Neitzelt continued to have Plaintiffs work on her case and she continued to pay the legal fees because this was part of the conspired scheme.

86. As part of this conspired scheme, Defendant, Erin Beth Neitzelt attempted to deposit a cash payment after her check bounced, so that she could later accuse Plaintiffs of telling her to pay with cash.

87. Chase Bank does not accept cash payments because of money laundering. Erin Neitzelt committed perjury several times during her testimony, one lie under oath being that she made additional payments by checks and cash, other than the monthly payments reflected on the Chase bank ledger.

88. Defendant, Erin Beth Neitzelt, committed a criminal felony as well as a civil wrongdoing pursuant to Florida Statute

89. Defendant, Erin Beth Neitzelt knew from cyberstalking Plaintiff, Catherine E, Cxyz, Esq. that she would never represent a person like Defendant, Erin Beth Neitzelt, with such a lack of character.

90. When Defendant, Erin Neitzelt, contacted Defendant, Scott E. Atwood, Esq. by telephone in 2016, he had both a legal and ethical duty not to talk to her as a

represented client.

91. Defendant, Erin Beth Neitzelt, during 2016 when Plaintiffs were investigating her case, feigned an understanding of her discrimination case, but continued to go against the directions of the Plaintiffs, and refused to stay off of Facebook and created a fake account to look at the Dean and Rachel Gould.

92. Defendant, Erin Beth Neitzelt, kept pushing Plaintiffs to file a lawsuit as soon as possible, but when the Complaint was ready to be filed, she gave notice to Plaintiffs that she wanted to change the contract of representation to a contingency fee agreement, knowing that the Plaintiffs informed her from onset that they would not represent her on a contingency fee basis.

93. At the final hearing of the Florida Bar Associations' case against Plaintiff, Catherine E. Czyz, Esq., the Defendant, Erin Beth Neitzelt, committed perjury and testified that Plaintiff, Catherine E. Czyz, Esq. told her that she must continue with the case to get Rachel Gould, twisting what actually transpired.

94. Plaintiffs had discussed concerns about the attorney fee and cost bill as well as the weakening of her claims after receiving the resume from the university, which showed Rachel Gould Defendant, and she stated to Plaintiffs that she spoke with her husband, Scott Neitzelt, and that she wanted to continue because he said that if she did not continue that she (Rachel Gould) would do it to someone else, and to "get that bitch".

95. Unbeknownst to Plaintiffs, Defendant, Erin Beth Neitzelt had already met with Defendant, Scott E. Atwood, Esq. about setting Plaintiffs up for a legal malpractice action and Florida Bar Complaint, See final hearing testimony of Defendant, Scott E. Atwood, Esq. where he raised the attorney-client privilege as to talks he had with In

November, just as Plaintiffs were drafting her Complaint against the school and Plaintiffs, believing that Defendant's, Erin Beth Neitzelt's claims were with merit and that she was telling the truth about her claims against her prior employer, agreed to a contingency fee arrangement if Plaintiffs could associate with another law firm to litigate the case.

96. Defendant, Erin Beth Neitzelt, also continued to go against the direction of the Plaintiffs and continued to talk to an employee, Maggie, of the school about her case, and also spoke to her husband about the case (regarding continuing), when the direction was to not speak about the case to anyone in order to keep an attorney-client privilege.

97. Furthermore, Defendant, Erin Beth Neitzelt wanted Plaintiffs to speak to a male employee who had alleged discrimination or employment disputes with the school, who came to her through Maggie, believing that he, as a man, could be part of her discrimination case based upon her sex as a woman.

98. Plaintiff, Catherine E. Czyz, Esq., then admonished the Defendant, Erin Beth Neitzelt, for her unethical conduct of continued contact with the unrepresented employee of the school and for not understanding how a man could not be part of her discrimination case, and furthermore, stated that the Plaintiffs would withdraw from representing her if she continued such unethical conduct; this was noted in the billing statement.

99. In response, Defendant, Erin Beth Neitzelt replied that she would not talk to Maggie anymore and commented that Plaintiff "spends a lot of time on Facebook" making the first indication that she was stalking the Plaintiff, Catherine E. Czyz, Esq.,

online.

100. Thereafter, Defendant, Erin Beth Neitzelt, wanted to dismiss the discrimination claims against her former employer and continue with the claims of emotional distress.

101. Plaintiffs informed Defendant, Erin Beth Neitzelt, that she had to have valid claims to base emotional distress upon and suggested dismissing the case if she did not want to continue.

102. Defendant, Erin Beth Neitzelt, stated that she wanted to continue and asked Plaintiffs to attempt to settle her case and also to look for other attorneys to associate with to continue the case; unbeknownst to Plaintiffs at the time, Defendant, Erin Beth Neitzelt, was doing this as part of her conspired scheme with Defendant attorneys, Atwood, Gunter and Akin.

103. In or about, December, 2016 after the case was removed to federal Court by Defendant, Richard Akin, Esq., Defendant, Erin Beth Neitzelt sent by e-mail to Plaintiffs the statute regarding the removal of cases to federal Court, as she was given this by the Defendant, Scott E. Atwood, Esq. and/or the attorneys she was working with from Lee County, Florida.

104. In January, 2017 Defendant, Erin Beth Neitzelt met with Defendant, Jason L. Gunter, Esq. and he discussed the devised scheme with her, which entailed settling the case with Defendant, Richard Akin and making it look like he took the case in February after she discharged the Plaintiffs.

105. As his part of the scheme, Defendant Richard Akin, Esq. made multiple phone calls and emails on or about February 9, 2017 attempting to get Plaintiffs to state

that they withdrew from the case so that he and Defendant, Henderson, Franklin, Starnes and Holt, P.A.

106. The entire time that Plaintiffs were attempting to locate a new counsel to take Defendant's, Erin Beth Neitzelt's case, she was already planning on accepting \$ for her case, and was stalling on transferring the case to new counsel to give Defendant, Akin time to make Plaintiffs look bad to the Court and/or to make Plaintiffs look negligent.

107. Shortly thereafter, Defendant, Erin Beth Neitzelt, terminated the representation of the Plaintiffs and settled her case for \$2500 on or about February 28, 2017 with Defendants, Gunter and Akin, knowing that they were paying her out on a fraud, as Akin had the email of Erin Neitzelt talking about going "ape crap" on children, and knew that he would win the case on behalf of the school as this was cause for termination, but this fraud payment was discovered in the past two years from discovery in the bogus legal malpractice action against Plaintiffs.

108. Defendant, Erin Beth Neitzelt, then contacted the Plaintiffs and requested a refund of the fees and costs paid and was refused and sent Defendant, Erin Neitzelt a bill for the lien on her case per the contingency fee agreement on April 30, 2017 (with a scrivener's error of 2016 instead of 2017), a true and accurate copy of the bill is attached hereto as Plaintiffs' Exhibit "B".

109. Defendant, Erin Beth Neitzelt, then wrote an e-mail to Plaintiffs, falsely Stated that she dismissed her case when she in fact she retained another attorney and settled the case for \$2500 on or about February 28, 2017, the check paid directly to her, not paid into Gunterlaw's trust account as it should have been, and she demanded a refund of her payments, and demanded several thousands of dollars more than what was

paid (over \$58,000.00 extortion demand) and further stated that her case was in fact, without merit, and threatened to bring a false Florida Bar Complaint and to bring a false and frivolous mal-practice action if her extortion demand was not paid by the Plaintiffs, See a true and accurate copy of the e-mail from Defendant, Erin Beth Neitzelt to be filed with the Court. .

110. Unbeknownst to Plaintiffs, Defendant, Erin Beth Neitzelt, cyberstalked The Plaintiffs and Plaintiff's, Catherine E. Czyz, Esq.'s husband, while Plaintiffs were investigating the case against Lee County schools, using or misusing her realtors license and/or an investigator or investigation company to pull up mortgages and deeds to properties owned by the Plaintiff, Catherine E. Czyz, Esq. and her husband, as well as their personal lawsuits and Plaintiff's, Catherine E. Czyz, Esq.'s email accounts and web accounts.

111. Defendant, Erin Beth Neitzelt, then used this information found by Cyberstalking to commit identity theft and for a second time; she assumed the identity of Catherine E. Czyz, Esq., and went into the Plaintiffs' business account at Chase looking at statements and account information.

112. This breach of information by JP Morgan Chase Bank, NA allowed Defendant, Erin Beth Neitzelt to have information to use against Plaintiffs in a Florida Bar Complaint/Inquiry as part of the fraud, defamation and extortion scheme.

113. Defendant, Erin Beth Neitzelt has used information from cyberstalking to make false and defamatory statements about the Plaintiffs to the Florida Bar for the purposes of extortion of money and harassment and defamation of character, See Plaintiffs' Exhibit "C".

114. Defendant, Erin Beth Neitzelt, also made claims of paying the Plaintiffs in excessive amounts far greater than what she actually paid in affidavits and/or certifications to the Florida Bar and in testimony in October, 2020, and in Court filed documents in Lee County, Florida for extortion purposes.

115. In or about September, 2017, when Plaintiffs received the Florida Bar Complaint/Inquiry and upon discovery of the crimes committed by Defendant, Erin Beth Neitzelt, of impersonation, identity theft and accessing the Plaintiffs account information, Plaintiffs reported her to the manager again at Chase Bank in New Jersey, the Federal Bureau of Investigation (F.B.I.) and the local authorities.

116. In or about April, 2018, Plaintiffs discovered that Defendant, PNC bank could not locate the Plaintiffs trust account.

117. In or about April, 2018 Plaintiffs re-formed the law firm as an LLC, The Czyz Law Firm, PLLC as a direct result of Defendant, Erin Beth Neitzelt impersonating Catherine E. Czyz, Esq. and getting the Plaintiffs account statements and information.

118. In 2018 Plaintiff met with two (2) F.B.I. agents in New Jersey and they stated that they knew that Defendant, Erin Neitzelt, got into Plaintiffs accounts and got her statements and information but they did not arrest her because she did not steal any money.

119. The Judge at the Court in Bloomingdale, New Jersey stated that he found probable cause to issue a warrant to arrest Defendant, Erin Neitzelt for felonies but that he would not issue the probable cause warrant because he could not send out the Sherriff to arrest her because she did not live in New Jersey.

120. Due to the new corporate formation, the bank refused to give Plaintiffs

financing stating that it was a start-up law firm, instead of a law firm with over twenty (20) years' experience.

121. As a direct or proximate result of Defendant, Erin Beth Neitzelt actions, Plaintiff Catherine E. Czyz, Esq. had to take an attorney position at a law firm in Miami, the first time working for another law firm in twenty (20) years.

122. As a direct or proximate result of Defendant, Erin Beth Neitzelt's actions, Plaintiff Catherine E. Czyz, Esq. got into an automobile accident in Miami, Florida on her way home from the job in Miami Plaintiff was forced to take and sustained severe injuries.

123. During discovery in the bogus legal malpractice action, in 2019 it was discovered that Defendant, Erin Beth Neitzelt slandered Plaintiffs by stating that The Florida Bar found that Plaintiffs committed thirteen (13) counts of legal malpractice.

124. After receiving the Florida Bar Complaint/Inquiry drafted by Defendant, Erin Beth Neitzelt with the assistance of Defendant attorneys Atwood and Gunter, Shanee L Henson, Esq. maliciously and negligently prosecuted plaintiff Catherine E. Czyz, Esq. Esquire in an action on behalf of The Florida Bar Association as its counsel by alleging that Catherine E. Czyz, Esq. brought a race discrimination case against the Lee County Schools for Erin Beth Neitzelt being white and put the word "white" in quotation marks, the Complaint is attached hereto as Plaintiffs' Exhibit "D"

124. Patricia Ann Toro Savitz as Shanee L. Hinson's co-counsel and/or supervisor condoned and participated in all of Shanee L. Hinson's pleadings and actions. Shanee L. Hinson Esquire maliciously misrepresented evidence and/or testimony and confused the Court in order to get guilty findings and/or a harsh punishment against,

Catherine E. Czyz, Esq..

125. Shanee L. Hinson, Esq. maliciously and negligently plead Catherine E. Czyz, Esq. personal residences to confuse the Court and make the Court believe that she was an out-of-state attorney instead of an attorney with a law firm practicing out of Palm Beach County, Florida since 1999.

126. As a result of Shanee L. Hinson, negligence and maliciousness, the case was tried in the wrong county of Manatee.

127. During final hearing/trial in October to December, 2020 Chanel Henson elicited testimony from Catherine E. Czyz, Esquire as to her present home residence address knowing that it had no relevance to the case.

128. Shanee L. Hinson, Esq. knew or should have known that there was prior evidence of Erin Beth Neitzelt cyberstalking and/or stalking Catherine E. Czyz, Esq. for years and that by eliciting this testimony she recklessly placed Catherine E. Czyz, Esq. in harm or danger.

129. During the testimony of Erin Beth Neitzelt all on or about January 20, 2020 she testified that she was cyber stocking Catherine Czyz Esquire and her husband.

130. Erin Beth Neitzelt blocked Catherine E. Czyz, Esq. in or about March of 2017 as a Facebook friend, and thereafter Catherine E. Czyz, Esq. blocked both Erin Beth Neitzelt and Scott Neitzelt on Facebook but Erin Beth Neitzelt testified at the final hearing in or about October, 2020 that she knew that Catherine E. Czyz, Esq. was still on Facebook from her ongoing cyber stocking admission.

131. It was discovered by Plaintiff(s) on June 20, 2021, due to a birthday notification on Plaintiff's Facebook page, that Defendant, Erin Beth Neitzelt, has a

second Facebook account that was “friends” with her private account named “Aunt Sissy” that Defendant, Erin Neitzelt kept unblocked to view and stalk Plaintiff, See a true and Plaintiffs’ Composite Exhibit “E”

132. This cyber stalking and stalking by Defendant, Erin Neitzelt, has been ongoing and continuous for many years prior to the representation of Aaron Beth gnats all which began in early March 2016.

133. During the final hearing trial that occurred in or about October to December 2020 even though testimony had been elicited from the attorney witnesses that they were playing roles in a conspired defamation, fraud and extortion scheme, Catherine each has esquire still address them as “Sir” and addressed opposing counsel by her name or as opposing counsel.

134. Shanee L. Hinson Esq. maliciously and negligently misrepresented to the court at the final hearing trial that Catherine E. Czyz, Esq. was rude to opposing counsel.

135. Shanee L. Hinson, Esq. mocked Catherine E. Czyz, Esq. for feeling victimized by Defendant, Erin Neitzelt cyberstalking her and her husband and her impersonations and illegal access into her bank accounts.

136. The most inflammatory misrepresentation of evidence by Shanee L. Hinson, Esq., at the sanctioning hearing that took place on February 9, 2021 and February 12, 2021, was that Catherine each has esquire knew of the email correspondence between Aaron burr nacho and her supervisor Mr. Player regarding “going ape crap” on children when both she and Erin Neitzelt testified that Erin that’s all never told her about the correspondence, See excerpts of the sanction hearing to be filed with the Court.

137. Defendant, Shanee L.Hinson, Esq. admitted at final hearing when Catherine

reaches esquire move for directed verdict that The Florida Bar did not have standing to bring a legal malpractice action (the same false legal malpractice claim verbatim that was alleged by Defendant, Scott E. Atwood, Esq. against Catherine E. Czyz, Esq., therefore, she admitted to legal malpractice.

138. Defendant, Shanee L. Hinson, Esq., stated on the record that the Florida Bar only had three emails between Catherine E. Czyz, Esq. and Erin Beth Neitzelt, out of a plethora of emails with hundreds of attached documents, prior to her filing a lawsuit on behalf of the Florida bar against Catherine E. Czyz Esq. for ethics violations.

139. Even after Defendant, Shanee L. Hinson, Esq., and her coat counsel/supervisor received all the emails between Catherine Czyz Esquire and Erin but not all which had exculpatory evidence and or evidence showing that Erin Neitzelt's complaint/inquiry was a fraud and/or perjury she still maliciously prosecuted the case against Catherine E. Czyz, Esq..

140. From an investigation by the Florida Bar Association and/or by Shane L. Hinson, Esq., she knew or should have known that Defendants, Atwood, Akin, and Gunter committed both legal and ethical violations, yet she used these Defendants as witnesses, including Mr. Gunter as an expert witness against Plaintiff, Catherine E. Czyz, Esq...

141. Not only did Shanee L Hinson, Esq. continue to maliciously prosecute Catherine E. Czyz, Esq. after Erin Neitzelt was impeached multiple times, the most egregious ethics violations count that was brought against Catherine E. Czyz, Esq. was a count that she had committed fraud and misrepresentation by representing to the Florida bar in a drop-down box on the Internet that she had an active trust account.

142. Every Florida licensed attorney has to pay their yearly dues online and must use a drop-down box that must be answered in order to pay their yearly dues to the bar regarding whether there is a trust account being held appropriately or if the member is exempt from having a trust account are the options.

142. In addition to the oral and written defamatory and false statements made on the record by Defendant, Shanee L Hinson, Esq, she made oral and written false and/or defamatory statements about Plaintiffs that were not on any pleading or proceeding and outside the scope of any pleading privilege.

143. Also, Defendants, Scott E. Atwood, Esq., The Atwood Law Firm, P.A., and Henderson Franklin, Starnes and Holt, P.A. maliciously prosecuted frivolous claims, including a malicious and false claim that Plaintiffs left a National Origin claim out of the EEOC charge form for Erin Neitzelt, against the Plaintiffs in Lee County knowing that they could maliciously prosecute the Plaintiffs in Lee County without the case being dismissed or a loss by Summary Judgment and knew that they could continue to set and re-set the case for trial, with the malicious intent of causing financial harm to Plaintiffs.

143. Defendants, Scott E. Atwood, Esq., The Atwood Law Firm, P.A., and Henderson Franklin, Starnes and Holt, P.A., made both oral and written false and defamatory statements about the Plaintiffs that are outside the scope of any pleading privilege.

144. During the timeframe that is relevant, Plaintiffs believed that PNC Bank had their account open, and was maintained by the bank properly.

145. Defendant, PNC Bank, destroyed all of Plaintiffs trust account records. At the time that Catherine E. Czyz, Esq. paid her yearly dues to The Florida Bar, she

clicked on the trust account being held and maintained as an option.

145. As a result of this count in The Florida Bar action against for using the drop down box and clicking that the trust account was properly held and maintained being brought against Catherine E. Czyz, Esq. by Defendant, Shanee L. Hinson, Esq., on behalf of the Florida bar, the referee found Catherine E. Czyz, Esq. guilty of misrepresentation and fraud ethics violations, *See* a true and accurate copy of *The Florida Bar Association v. Catherine Elizabeth Czyz* attached hereto as Plaintiffs' Exhibit C.

146. Catherine E. Czyz, Esq.'s character has been impugned and forever stained, and damaged by this finding, just for clicking on the drop down box that she had a trust account that was properly maintained, when she had believed that the account was properly maintained by PNC Bank, N.A...

147. As a result of the negligence and/or breach of contract and/or breach of duty of PNC bank and/or Chase Bank, Catherine E. Czyz, Esq. was found guilty.

148. But for the failure to maintain and keep open the trust account and/or to open the proper account by Defendant banks, Catherine E. Czyz, Esq. suffers findings of guilt related to trust account violations.

148. All of the testimony from the Chase Bank and PNC Bank representatives from in or about November, 2020 is incorporated by reference in these general allegations against the banks.

149. All of the transcripts from the final hearing/trial that occurred in October to December, 2020 and the determinations of the referee of guilt and acquittal of ethics violations are incorporated by reference and will be submitted to the Court, as part of Plaintiffs' damages and allegations.

150. Plaintiffs incorporate by reference all of the pleadings in *Neitzelt v. Czyz and Czyz v. Neitzelt*, 2018 CA 1244 and sub case 2019 CA 2440 by reference as part of Plaintiffs allegations and damages.

151. All of these ethics violations for trust account violations were brought as part of the defamation, fraud and extortion scheme conspiracy between Erin Beth Neitzelt, Scott E. Atwood, Esq., Jason L. Gunter, Esq., and Richard Akin, Esq. and their Defendant law firms.

153. Shanee L. Hinson, Esq. was so full of malice that she visibly bounced in her chair and rolled her eyes during the Zoom trial when the Referee admitted the emails between Erin Beth Neitzelt and Catherine E. Czyz, Esq. and attachments into evidence, as she knew that it showed perjury by Erin Beth Neitzelt and/or exculpatory evidence.

154. Erin Beth Neitzelt's testimony at the final hearing/trial in October, 2020 was filled with perjury but she truthfully admitted that she did not tell Plaintiffs about the e-mail she sent to her supervisor, Mr. Player, discussing "going ape crap" on students, only due to her mistaken belief that Plaintiffs "dug it up" on her as "retaliation", See testimony of Erin Neitzelt from October, 2020.

155. The e-mail that Defendant, Erin Beth Neitzelt sent to Mr. Player was kept In her employee file because it was cause for termination, and Plaintiffs discovered it through discovery in the past two (2) years.

156. Defendants, Scott E. Atwood, Esq., Richard Akin, Esq., who represented the school, and Jason L. Gunter, Esq., all knew about the e-mail and the other evidence in Erin Neitzelt's employee file that made it impossible for her to win her case and/or knew that she was a fraud when they entered into the defamation, fraud and extortion scheme

with her.

157. Defendant, Erin Beth Neitzelt testified that she did not know the relationship of the attorney(s) to the Defendant school at the time she retained them, and even if true and did not know of their bias or intent, she has learned of it through the litigation in Lee County yet she has still maliciously perused false claims against Plaintiffs, she has not discharged the attorney(s) not has she brought any claims, lawsuits or Florida Bar Complaint/Inquiries against them.

158. Scott E. Atwood, Esq. committed legal malpractice when he brought Defendant, Erin Beth Neitzelt's case with him into the Henderson, Franklin, Starnes and Holt, P.A. law firm, as conflict of interest is legal malpractice.

159. Defendant's, Scott E. Atwood, Esq. and Jason L. Gunter, Esq. and their law firms committed legal malpractice by speaking to an giving legal advice to Erin Beth Neitzelt when they were agents of or employees of Henderson, Franklin, Starnes and Holt, P.A.

160. At the deposition of Rachel Gould, taken in 2019, she admitted that she was grooming a local woman, Paula Hill, to become a Principal, See deposition of Rachel Gould to be filed with the Court.

161. Defendant, Shanee L. Hinson, Esq. was full of malice because Catherine E. Czyz, Esq. was exposing the Lee County school system as being a place of nepotism, cronyism, sexism, and racism and/or because Catherine E. Czyz, Esq. brought a claim of sex discrimination for Erin Beth Neitzelt being discriminated against for being a woman, specifically an affluent "Barbie" woman.

162. Erin Beth Neitzelt is a woman, and as a woman working in Florida in 2015,

she was entitled to equal rights under both state and federal law.

163. The type of woman Erin Beth Neitzelt is does not entitle her to less rights under the law, or more rights under the law than any other woman.

164. Defendant, Erin Beth Neitzelt a mentally ill woman treating for mental illness relating to emotional distress, which they knew or should have known from her claims and facts, was manipulated by Defendant Scott E. Atwood, Esq. and Defendant, Jason L. Gunter, Esq. to believe that other women are entitled to equal rights, but not her, that she is an exception to the law, and that Catherine E. Czyz, Esq. was wrong for filing an action for her for sex discrimination,.

165. Due to Defendant's, Erin Beth Neitzelt's, mental illness, she gathers bits and pieces of random information about Catherine E. Czyz, Esq. from the internet, she then comes to most illogical and defamatory conclusion she can come to from those bits of information, and then publishes the defamation both orally and in writing, such as finding Catherine E. Czyz, Esq.'s name on a dog walking website in 2017 and publishing to The Florida Bar Association that she gave up being an attorney to be a professional dog walker in 2017.

166. Erin Neitzelt testified in January 20, 2020 that although the representation of her ended in February, 2017 she was still actively cyberstalking Plaintiffs and her family, and she testified in October, 2021 that she knew that Plaintiff was on Facebook still, even though she had been blocked several years ago.

167. All of the acts of negligence, legal malpractice, and/or intentional torts committed by Shanee L. Hinson, Esq., a prosecutor for The Florida Bar who is supposed to uphold ethics, are a direct or proximate result of the acts of the Defendants in this case.

167. No ethics violations or complaints were lodged against either of the two attorneys who agreed to take over and work on Erin Beth Neitzelt's case in January, 2017, nor filed against as a Respondent by the Florida Bar.

168. One of the aforementioned two attorneys also represented the black people in the black person class action against Lee County Schools brought he was not brought up on charges for that case nor for Erin Beth Neitzelt's case.

169. The attorney who represented the tall, blonde "Barbie" woman who brought a discrimination action against Lee County Schools in or about 2016 alleging that she was discriminated at Lee County Schools because of her looks based upon National Origin was not brought up on ethics violations by The Florida Bar, nor did Shanee L. Hinson, Esq. maliciously attack or prosecute that attorney.

170. These other attorneys protecting the civil rights of their clients, however, did not have a client who set them up from the inception of the case, who went into their business accounts or who conspired with attorneys who represented the Lee County Schools, as Defendant, Erin Beth Neitzelt did to Plaintiffs.

171. The bogus legal malpractice action has been litigated for years in Lee County as part of the defamation, fraud and extortion scheme devised by these conspirators to prevent the Plaintiffs from winning there case.

172. The Lee County Court has treated Plaintiffs in numerous unconscionable ways and abused its discretion, by including, but not limited to: not giving a stay of the proceeding when Plaintiffs mad a showing of serious injury; deeming Plaintiffs pro se and not only forcing Plaintiffs to continue litigating while being seriously injured but also unconscionably requiring Catherine E. Czyz, Esq. to risk her health and life by forcing

her to get out of bed and drive three (3) hours across the state to Ft. Myers to be in person in front of Judge Shenko for hearings; allowing Erin Neitzelt to win on a motion to dismiss for lack of jurisdiction by Scott E. Atwood, Esq. waiving around unsigned contracts with the Cxyz Law Firm, P.A. in the air and representing falsely that Erin Neitzelt didn't sign, and that they needed to be authenticated when he knew or should have known that she executed the contracts reflecting that Palm Beach County Circuit Court was proper jurisdiction; Scott E. Atwood, Esq. leaving the podium at the first Motion for Summary Judgment argument, and Judge Shenko looking down at him and asking him, "What should we do with her?", which is clearly grounds for removal; refusal of the Court to recuse itself and transfer the case to Palm Beach County; the Court giving the Defendant attorneys and their law firms immunity from claims by Plaintiffs; denying almost all of Plaintiffs motions in that Court without any case law filed by Scott E. Atwood, Esq. or memorandums of law filed on behalf of Erin Neitzelt, and granting ore tenues motions made by Scott E. Atwood, Esq. and directing him to draft orders on all of the motions giving multiple reliefs to Erin Beth Neitzelt.

173. The Lee County Court case is a farce and part of the fraud, defamation and extortion scheme to spoil and destroy Plaintiffs legitimate claims, and it must be stopped and/or enjoined to prevent further harm to Plaintiffs.

174. Both attorney Gunter and attorney Atkin testified that they group up locally in or around Ft. Myers, Florida and went to state run universities and their practicing of all occurred in Lee County.

175. Lee County is known as being a county with far fewer cases than Palm Beach County, Broward County and/or Miami-Dade County.

176. Jason L. Gunter, Esq. testified twice that he had represented over one hundred woman for solely Sex dissemination based upon sex (as opposed to sex discrimination based upon sexual harassment), and all of those women had viable claims but Erin Beth Neitzelt did not.

177. The Lee County Court also struck down a subpoena to Jason L. Gunter, Esq. for proof of these cases and/or to impeach him.

178. The Lee County Court sue sponte also struck down the subpoenas filed by Catherine E. Czyz, Esq. to Henderson, Franklin, Starnes and Holt. P.A. regarding its payments on other fraudulent cases, kickbacks, ties to Tallahassee legislature and The Florida Bar.

179. The subpoena issued to Judge Shenko was also struck down by the Lee County Court.

180. Scott E. Atwood, Esq. testified in November, 2020 that he has been on committees at The Florida Bar Association for twenty five (25) years.

181. Catherine E. Czyz, Esq. has studied at only private universities, Florida Institute of Technology, Somerville College of Oxford University, and the University of Miami, with degrees attained as a BS in Psychology, an M.B.A. with a specialization in Contract Management, and a J.D..

182. Plaintiffs have also practiced in south Florida with higher caseloads than Defendants, Akin, Gunter and Atwood.

183. Although Plaintiffs credentials outclass these attorneys, Plaintiffs are not members of the Lee County Good Ol' Boy's club, and as such, Plaintiffs' reputation has been tarnished and damaged immeasurably by the actions of the Defendants, Mr.

Atwood, Mr. Akin, Gunter, Ms. Hinson, Ms. Toro Savitz and Erin Neitzelt. .

184. Defendant, Erin Neitzelt has authenticated the representation contract(s) and testified she knew that Palm Beach County, Florida is the jurisdiction for any dispute arising from the representation of her by the Plaintiffs, See Final Hearing testimony of Erin Netzeilt and deposition of Erin Neitzelt to be filed with the Court.

185. Due to the actions of all the Defendants, all stemming from Plaintiffs' agreement to represent Erin Beth Neitzelt in March 28, 2016, the Plaintiffs has suffered great business losses, loss of money, bodily injury and loss of reputation and Plaintiffs' integrity has been impugned and sullied, when Plaintiff had been in good standing with The Florida Bar for twenty-four years.

COUNT I

PROTECTIVE ORDER, PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION TO STOP THE LITIGATION OF NEITZELT V CZYZ, CZYZ V. NEITZELT IN LEE COUNTY COURT

186. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

187. The action ongoing in Lee County is a farce and part of the defamation, fraud and extortion scheme entered into by the Defendants, Neitzelt, Akin, Atwood, and Gunter.

188. The litigation did not cease nor did the conduct of maliciously perusing this frivolous case stop.

189. Defendant's, wrongful conduct, and the conduct of the attorneys, unless

and until enjoined and restrained by Order of this Court, will cause great and irreparable injury to the Plaintiffs. Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC.

190. There is no adequate remedy at all for the injuries currently being suffered by Plaintiffs by Defendant's, Erin Beth Neitzelt's, conduct and the conduct of the Defendant attorneys and the law firm(s) and at this time it is impossible to ascertain the total amount of damages that will be suffered by the Plaintiffs if Defendant's, Erin Beth Neitzelt's conduct and that of the Defendant attorneys and law firm(s) is not restrained and/or Plaintiffs will be forced to institute a multiplicity of lawsuits to recover adequate damages.

191. As a result of Defendants' malicious and wrongful conduct, Plaintiffs have been damaged and will be damaged in like manner so long as Defendant's, Erin Beth Neitzelt's, and aforementioned attorneys and law firm(s) conduct continues.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, as follows: 1. For an Order requiring Defendant, Erin Beth Neitzelt, to show cause, if she has any, why she should not be enjoined as set herein set forth, during the pendency of this action, 2. For a temporary restraining Order, a Preliminary Injunction, on Defendant, Erin Beth Neitzelt, the Defendant attorneys and Defendant law firms and any person acting in concert with Defendant, damages in excess of \$30,000.00 together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT II
PROTECTIVE ORDER, PRELIMINARY INJUNCTION
AND PERMANENT INJUNCTION
(FL STATUTE 784.0485 (1) and FL STATUTE 784.048)
(AS TO DEFENDANT, ERIN BETH NEITZELT)

192. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

193. 84. Beginning in or about 2009, the Defendant, Erin Beth Neitzelt, began cyberstalking Plaintiff, Catherine E. Czyz, Esq., on Facebook.

194. Beginning on or about March, 2017, Defendant, Erin Beth Neitzelt began cyberstalking Plaintiff, Catherine E. Czyz, Esq., by stalking her web accounts, personal lawsuits, deeds and mortgages on properties owned and other information and by cyberstalking her husband, Dr. Anthony Czyz, to make false and defamatory statements based upon the information from her stalking and/or as part of an extortion scheme concocted by the Defendant, Erin Beth Neitzelt.

195. Defendant, Erin Beth Neitzelt, did not cease or stop her conduct.

196. Defendant's, Erin Beth Neitzelt's, wrongful conduct, unless and until enjoined and restrained by Order of this Court, will cause great and irreparable injury to the Plaintiffs. Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC.

197. There is no adequate remedy at all for the injuries currently being suffered by Plaintiffs by Defendant's, Erin Beth Neitzelt's, conduct and at this time it is impossible to ascertain the total amount of damages that will be suffered by the Plaintiffs if Defendant's, Erin Beth Neitzelt's conduct is not restrained and/or Plaintiffs will be forced to institute a multiplicity of lawsuits to recover adequate damages.

198. As a result of Defendant's, Erin Beth Neitzelt's, wrongful conduct, Plaintiffs have been damaged and will be damaged in like manner so long as Defendant's, Erin Beth Neitzelt's, conduct continues.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, as follows: 1. For an Order requiring Defendant, Erin Beth Neitzelt, to show cause, if she has any, why she should not be enjoined as set herein set forth, during the pendency of this action, 2. For a temporary restraining Order, a Preliminary Injunction, on Defendant, Erin Beth Neitzelt, and any person acting in concert with Defendants, damages in excess of \$30,000.00 together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

III – PROTECTIVE ORDER, PRELIMINARY INJUNCTION
AND PERMANENT INJUNCTION
(IDENTITY THEFT-IMPERSONATION OF AN OFFICER OF THE
COURT OF THE STATE OF FLORIDA AND A LAW FIRM
CORPORATE OFFICER)
AS TO DEFENDANT, ERIN BETH NEITZELT)

199. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

200. Beginning on or about April 6, 2016, the Defendant, Erin Beth Neitzelt, stole Plaintiff's, Catherine E. Czyz, Esq.'s identity and began impersonating Plaintiff, Catherine E. Czyz, Esq., to JP Morgan Chase Bank, N.A. to access the corporate law firm accounts and/or account information of the Plaintiffs, Catherine E. Czyz, Esq., and The Czyz Law Firm, P.A..

201. Sometime thereafter, Defendant, Erin Beth Neitzelt continued to impersonate Plaintiff, Catherine E. Czyz, Esq., to her law firm's banking institution, JP Morgan Chase Bank, N.A., did not take any money but continued to send a plethora of documents for Plaintiffs to review and continued to make payments, watching the deposits as she attained Plaintiffs bank statements and account information as part of the scheme to make false and defamatory statements about the Plaintiffs, Catherine E. Czyz, Esq., and The Czyz Law Firm, P.A. as part of an extortion scheme concocted by the Defendant, Erin Beth Neitzelt.

202. Defendant, Erin Beth Neitzelt, did not cease or stop her conduct.

203. Defendant's, Erin Beth Neitzelt's, wrongful conduct, unless and until enjoined and restrained by Order of this Court, will cause great and irreparable injury to the Plaintiffs. Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC.

204. There is no adequate remedy at all for the injuries currently being suffered by Plaintiffs by Defendant's, Erin Beth Neitzelt's, conduct and at this time it is impossible to ascertain the total amount of damages that will be suffered by the Plaintiffs

if Defendant's, Erin Beth Neitzelt's conduct is not restrained and/or Plaintiffs will be forced to institute a multiplicity of lawsuits to recover adequate damages.

205. As a result of Defendant's, Erin Beth Neitzelt's, wrongful conduct, Plaintiffs have been damaged and will be damaged in like manner so long as Defendant's, Erin Beth Neitzelt's, conduct continues.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, as follows: 1. For an Order requiring Defendant, Erin Beth Neitzelt, to show cause, if she has any, why she should not be enjoined as set herein set forth, during the pendency of this action, 2. For a temporary restraining Order, a Preliminary Injunction, on Defendant, Erin Beth Neitzelt, and any person acting in concert with Defendant, damages in excess of \$30,000.00 together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

VI – PROTECTIVE ORDER, PRELIMINARY INJUNCTION

AND PERMANENT INJUNCTION

(HARASSMENT)

AS TO DEFENDANT, ERIN BETH NEITZELT

206. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

207. Defendant, Erin Beth Neitzelt, had made false and defamatory statements about the Plaintiffs to third parties and/or other malicious conduct for harassment purposes.

208. Defendant, Erin Beth Neitzelt, did not cease or stop her conduct.

209. Defendant's, Erin Beth Neitzelt's, wrongful conduct, unless and until enjoined and restrained by Order of this Court, will cause great and irreparable injury to the Plaintiffs. Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC.

210. There is no adequate remedy at all for the injuries currently being suffered by Plaintiffs by Defendant's, Erin Beth Neitzelt's, conduct and at this time it is impossible to ascertain the total amount of damages that will be suffered by the Plaintiffs if Defendant's, Erin Beth Neitzelt's conduct is not restrained and/or Plaintiffs will be forced to institute a multiplicity of lawsuits to recover adequate damages.

211. As a result of Defendant's, Erin Beth Neitzelt's, wrongful conduct, Plaintiffs have been damaged and will be damaged in like manner so long as Defendant's, Erin Beth Neitzelt's, conduct continues.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. demand judgment against Defendant, Erin Beth Neitzelt, as follows: 1. For an Order requiring Defendant, Erin Beth Neitzelt, to show cause, if she has any, why she should not be enjoined as set herein set forth, during the pendency of this action, 2. For a temporary restraining Order, a Preliminary Injunction, on Defendant, Erin Beth Neitzelt, and any person acting in concert with Defendant, damages in excess of \$30,000.00 together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT V

LEGAL MALPRACTICE/

PROFESSIONAL NEGLIGENCE

OF JASON L. GUNTER, ESQ. AND JASON L. GUNTER, P.A. d/b/a

GUNTERLAW

212. Plaintiffs, as Third Party Plaintiffs, or nor in privity of contract reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein

213. Jason L. Gunter, Esq. is an agent or employee of JASON L. GUNTER, P.A. d/b/a Gunterlaw.

214. Jason L. Gunter, Esq. failed to exercise the ordinarily reasonable skill and knowledge commonly possessed by a member of the legal profession when handling Erin Beth Neitzelt's case, *Neitzelt v. Rachel Gould, et al.* and in unethical actions when handling the case.

215. Jason L. Gunter, Esq.'s breach of the duty proximately caused Erin Beth Neitzelt actual and ascertainable damages.

216. Plaintiffs are entitled to an action and damages for the legal malpractice entitled as non-parties to the representation contract between Gunterlaw and Neitzelt as the actions by Defendant Gunter and his law firm was an intentional tort and/or an abuse of the legal process.

217. The Plaintiffs, as non-parties to the contract between Defendant, Erin Beth Neitzelt and Defendants, Gunter and Gunterlaw, have standing and are entitled to a cause of action for legal malpractice against these Defendants because of the fraud or collusion, See the holding in *Nation Savings Bank v. Ward*, 100 U.S. 195 (1879), and many cases that have chipped away at a strict privity of contract holding for liability for legal malpractice.

218. Plaintiffs discovered the legal malpractice of the Defendants within the

past two (2) years.

219. Due to the legal malpractice or professional negligence as alleged herein of Jason L. Gunter, Esq. and/or JASON L. GUNTER, P.A. doing business as Gunterlaw, the Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT VI

LEGAL MALPRACTICE/

PROFESSIONAL NEGLIGENCE

OF SCOTT E. ATWOOD, ESQ. AND THE ATWOOD LAW FIRM, P.A.

AND

HENDERSON, FRANKLIN, STARNES, AND HOLT, P.A.

220. Plaintiffs, as Third Party Plaintiffs, or non-parties in privity of contract, reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

221. Scott E. Atwood, Esq. is an agent or employee of Henderson, Franklin, Starnes, and Holt, P.A. and was an agent or employee of The Atwood Law Firm, P.A. at the time of the allegations made herein.

222. . Scott E. Atwood, Esq. failed to exercise the ordinarily reasonable skill and knowledge commonly possessed by a member of the legal profession when handling Erin Beth Neitzelt's present case and in unethical actions when handling the case.

223. Scott E. Atwood, Esq.'s breach of the duty proximately caused Erin Beth Neitzelt actual and ascertainable damages.

224. Plaintiffs are entitled to an action and damages for the legal malpractice entitled as non-parties to the representation contract between Gunterlaw and Neitzelt as the actions by Defendant Gunter and his law firm was an intentional tort and/or an abuse of the legal process.

225. The Plaintiffs, as non-parties to the contract between Defendant, Erin Beth Neitzelt and Defendants, Scott E. Atwood, Esq. and the Atwood Law Firm, P.A. and Henderson, Franklin, Starnes and Holt, P.A., have standing and are entitled to a cause of action for legal malpractice against these Defendants because of the fraud or collusion, See the holding in *Nation Savings Bank v. Ward*, 100 U.S. 195 (1879), and many cases that have chipped away at a strict privity of contract holding for liability for legal malpractice.

226. Plaintiffs discovered the legal malpractice of the Defendants within the past two (2) years.

227. Due to the legal malpractice or professional negligence as alleged herein of Scott E. Atwood, Esq. and/or Henderson, Franklin, Starnes, and Holt, P.A., and/or The Atwood Law Firm, P.A. Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT VII

SLANDER- DEFAMATION OF CHARACTER

AS TO DEFENDANT, ERIN BETH NEITZELT

228. Plaintiffs, reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

229. Erin Beth Neitzelt orally made a publication about the Plaintiffs to third parties and/or to Margaret Walters.

230. The oral publication was false Erin Beth Neitzelt acted negligently or with knowledge or reckless disregard when publishing the falsehood(s) about the Plaintiffs.

231. The published statements, included but were not limited to, that the Florida Bar found that Plaintiffs committed thirteen counts of legal malpractice, and falsely published that Plaintiff, Catherine E. Czyz, Esq., has a criminal record.

232. The statement(s) made by Erin Beth Neitzelt are false and defamatory.

233. Due to the oral publication of Erin Neitzelt, the Plaintiff have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT VIII –BREACH OF CONTRACT

AS TO DEFENDANT ERIN NEITZELT

234. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

235. This is an action for breach of contract seeking damages in excess of Fifteen Thousand Dollars (\$30,000.00).

236. All conditions precedent to bringing this action have occurred.

The Plaintiffs are entitled to relief against the Defendant upon the following facts:

237. The Defendant, Erin Beth Neitzelt, entered into a contract of

representation contingency fee agreement with the Plaintiffs providing that if the representation was terminated by the client that the client would be responsible for payment of attorney's fees and costs at a rate of \$500 per hour or the hourly rate charged by the firm at the time of termination and/or for quantum meruit fees.

238. A true and correct copy of the contingency fee agreement is attached hereto as Composite Exhibit "A".

239. The Defendant, Erin Beth Neitzelt, materially breached the agreement by terminating the contract, retaining a new attorney, settling the case, misrepresenting that she dismissed the case, not having the new attorney contact the Plaintiffs before making a disbursement of the settlement money, disbursing the money to the new attorney and herself and by not paying the Plaintiffs' lien and/or by bringing a false and defamatory legal malpractice action against Plaintiffs in Lee County, Florida..

240. The breach(s) by the Defendant, Erin Beth Neitzelt were material.

241. As a direct and proximate result, the Plaintiffs have been damaged by non-payment of the bill.

242. Plaintiffs are entitled to an award costs and of reasonable attorney's pursuant to the contingency fee agreement.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of fifteen thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the

Court deems just, fair, and proper.

COUNT IX – FRAUD

AS TO DEFENDANT, ERIN BETH NEITZELT

243. Plaintiff realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

244. The Plaintiffs represented the Defendant, Erin Beth Neitzelt in an action for discrimination and employment related claims against her former employer.

245. Defendant, Erin Beth Neitzelt, knowing that she had a fabricated, bogus case, misrepresented that she had financial difficulties and needed to keep changing the contract of representation terms to lesser fee amounts and then to a strict contingency fee agreement, rather than admitting to the Plaintiffs that her case was bogus, and/or during the time of representation she met with attorneys and conspired in a fraud scheme.

246. The Defendant, Erin Beth Neitzelt, discharged the Plaintiffs then settled case using another counsel as her representation for nuisance value.

247. The Defendant, Erin Beth Neitzelt, then contacted the Plaintiffs and

248. represented that her case was bogus and without merit and that misrepresented that she dismissed the case, and demanded a refund of all fees and costs paid to the Plaintiffs for the investigation and representation of her bogus claims.

249. Defendant, Erin Beth Neitzelt then threatened extortion and blackmail alleging that she would make a false Florida Bar Complaint and a false complaint for mal-practice if the moneys paid were not refunded.

250. . Defendant, Erin Beth Neitzelt, then carried out her threats and filed a

false Florida Bar Complaint against Plaintiffs and a false complaint, pro-se, in Lee

251. County Court for malpractice and related claims to the billing charges already paid by her, but not to the unpaid and outstanding bill.

252. Plaintiffs relied upon the representations made by the Defendant, Erin Beth Neitzelt, when she was retained as a client that she had legitimate, valid, claims against her prior employer for discrimination and employment related claims and her false representations of friendship and money problems in giving her greatly reduced hourly fee rates.

253. In fact, the Defendant, Erin Beth Neitzelt, had made the bogus claims against her employer as a plot to blackmail the school into removing derogatory information about her incompetence as a teacher so that she could continue working in the field elsewhere and/or to get monetary damages and/or re-employment, and/or it was part of a scheme developed to employ the services of the Plaintiff to mar their reputation and extort funds from the Plaintiffs.

254. The representations made by the Defendant, Erin Beth Neitzelt, as alleged above were made for the purpose inducing the Plaintiffs to act in reliance on them.

255. The representations made by the Defendant, Erin Beth Neitzelt were calculated to make the Plaintiffs represent her in a false, bogus action, and thereby imposed a duty upon the Defendant to inform the Plaintiff of all the facts known to the Defendant, including the fact that she created a bogus case against her prior employer.

256. The Plaintiffs were not aware that the representations made by the Defendant, Erin Beth Neitzelt, were false, and they was unable to determine the true

status of the representations made by the Defendant, Erin Beth Neitzelt, until the case was taken and investigated by the Plaintiffs.

257. Had the Plaintiffs known that the representations of the Defendant, Erin Beth Neitzelt were false, and the omission of the e-mail she sent to Mr. Player, her supervisor discussing going “ape crap” on students, they would not have represented her for any action against her prior employer.

258. The Plaintiffs incurred time and costs representing the Defendant, Erin Beth Neitzelt, for her bogus claims and still have an outstanding balance and but for her misrepresentations of friendship and money problems, Plaintiffs would have received their regular hourly rate from Defendant, Erin Beth Neitzelt.

259. The Defendant, Erin Beth Neitzelt, acted recklessly, willfully, and wantonly with the intent to deceive and defraud the Plaintiffs.

260. Plaintiffs have been required to retain the services of the undersigned attorney to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

261. The Plaintiffs have suffered substantial damages, in an amount that exceeds the jurisdictional amount of Thirty Thousand Dollars (\$30,000.00).

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney’s fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT X –ACCOUNT STATED

AS TO DEFENDANT, ERIN NEITZELT

262. Plaintiffs allege and reaver each and every allegation contained in the general allegations, paragraphs 15 through 185 as if more fully set forth herein.

263. The Defendant, Erin Beth Neitzelt entered into a contingency fee agreement which provided for the payment of attorney's fees and costs at a rate of \$500 per hour and/or at a quantum meruit fee.

264. The Defendant was billed for the fees and costs owed but failed to pay the balance.

265. The Plaintiffs rendered the statements/bills, a copy of which are in the possession of the Defendant, Erin Beth Neitzelt however a true and accurate copy of the present outstanding balance shall be filed with the Court.

266. Defendant, Erin Beth Neitzelt, owes Plaintiffs the amounts of their bills/statements together with prejudgment interest on the accounts.

267. Plaintiffs are entitled to attorney's fees and costs for the collection of the account stated pursuant to the contingency fee agreement.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of fifteen thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

X1 – LIBEL

AS TO DEFENDANTS,

SCOTT E. ATWOOD, ESQ., THE ATWOOD LAW FIRM, P.A., JASON
L. GUNTER, ESQ., JASON L. GUNTER, P.A., D/B/A GUNTERLAW,
HENDERSON, FRANKLIN, STARNES AND HOLT, P.A.,
SHANEE L. HINSON, ESQ., PATRICIA ANN TORO SAVITZ
AND ERIN BETH NEITZELT

268. Plaintiffs allege and reaver each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

269. The Defendant, Erin Beth Neitzelt, made written statements about the Plaintiffs that were false and/or offensive statements at the direction of and/or with the assistance of Defendant, Atwood, and/or Defendant Gunter who are/were employees or agents of their Defendant law firms, The Atwood Law Firm, P.A. and Gunterlaw and/or Henderson, Franklin, Starnes and Holt, P.A..

270. The Defendants, Scott E. Atwood, Esq., Jason L. Gunter, Esq., Shanee L. Hinson, Esq. and Patricia Ann Toro Savitz, Esq. made defamatory statements about the Plaintiffs that are outside the scope of any pleading privilege.

271. The Defendants made such false and/or offensive, defamatory statements to a third party.

272. The Defendant, Erin Beth Neitzelt, acted negligently and/or with malice when making such statements.

273. The Plaintiffs suffered damages, including damages to reputation, specifically caused by the defamatory statements.

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law

Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT XII – BREACH OF CONTRACT

AS TO DEFENDANT, PNC BANK

274. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

275. This is an action for breach of contract seeking damages in excess of Thirty Thousand Dollars (\$30,000.00).

276. All conditions precedent to bringing this action have occurred. Plaintiffs had a contract with Defendant, PNC Bank to keep and maintain an attorney trust account and said contract is in the possession of the Defendant, which was entered into with Defendant and in Defendant's possession.

277. Defendant breached the contract(s) by destroying all of Plaintiffs bank records, which was discovered in November 2020 and/or by closing Plaintiffs account, which was discovered in April, 2018 and/or by not maintaining the trust account as mandated by The Florida Bar association.

278. The breaches are material and caused Plaintiff, Catherine E. Czyz, Esq.'s character to be impugned and found guilty of fraud and misrepresentation for clicking a drop-down box indicating that the account was maintained properly and Plaintiffs have suffered significant damages.

279. Plaintiff has been required to retain the services of the undersigned

attorney(s) to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

XIII. BREACH OF FIDUCIARY DUTY

(AS TO DEFENDANT – PNC BANK)

Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

280. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

281. Defendant owed Plaintiffs a fiduciary duty by controlling the Plaintiffs' attorney trust account.

282. Defendant breached that duty by not properly maintaining the Plaintiffs' attorney's trust account.

283. As a result of Defendant's breach, Plaintiffs have suffered significant actual and ascertainable damages.

COUNT XIV – NEGLIGENCE

AS TO DEFENDANT, PNC BANK

284. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

285. Defendant owed Plaintiffs a duty to keep Plaintiffs records for eleven (11) years without destruction of the documents, See testimony of PNC Bank representative to be filed with the Court, and information and owed a duty to maintain their account in accordance with The Florida Bar's rules, See testimony of the PNC Bank representative in November 2020 filed with the Court.

286. Defendant destroyed Plaintiffs documents and records without permission and closed the Plaintiffs' account without permission, which was a breach of duty.

287. Plaintiffs discovered said negligence in April, 2018 and November, 2020.

288. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

289. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and acceptable damages.

COUNT XV

LEGAL MALPRACTICE/

PROFESSIONAL NEGLIGENCE

OF RICHARD AKIN, ESQ. AND

HENDERSON, FRANKLIN, STARNES, AND HOLT, P.A.

290. Plaintiffs, as Third Party Plaintiffs or not in privity of contract reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

291. Defendant, Richard Akin, Esq. is an agent or employee of Henderson, Franklin, Starnes, and Holt, P.A..

292. Defendant, Richard, Esq. failed to exercise the ordinarily reasonable skill and knowledge commonly possessed by a member of the legal profession when handling Erin Beth Neitzelt's case against Lee County Schools and in unethical actions when handling the case and in the legal interactions with Plaintiffs.

293. Richard Akin, Esq.'s breach of the duty proximately caused Plaintiffs actual and ascertainable damages.

294. Plaintiffs are entitled to an action and damages for the legal malpractice entitled as non-parties to the representation contract between Henderson, Franklin, Starnes and Holt, P.A and Lee County Schools as the actions by Defendant Akin and his law firm was an intentional tort and/or an abuse of the legal process.

295. The Plaintiffs, as non-parties to the contract between Defendant, Erin Beth Neitzelt and Defendant, Henderson, Franklin, Starnes and Holt, P.A. and/or the law firm and the Lee County Schools, have standing and are entitled to a cause of action for legal malpractice against these Defendants because of the fraud or collusion, See the holding in *Nation Savings Bank v. Ward*, 100 U.S. 195 (1879), and many cases that have chipped away at a strict privity of contract holding for liability for legal malpractice.

296. Plaintiffs discovered the legal malpractice of the Defendants within the past two (2) years.

297. Due to the legal malpractice or professional negligence as alleged herein of Scott E. Atwood, Esq. and/or Henderson, Franklin, Starnes, and Holt, P.A., Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XVI – BREACH OF FIDUCIARY DUTY

AS TO DEFENDANT CHASE BANK

298. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

299. Defendant owed Plaintiffs a fiduciary duty by

controlling the Plaintiffs' attorney trust account and business account.

300. Defendant breached that duty by not properly maintaining the Plaintiffs' trust account, opening a business checking instead of an attorney's trust account and/or contacting PNC bank regarding the attorney trust account, and/or by not contacting The Florida Bar Association for compliance.

301. Defendant also breached that duty by allowing Defendant, Erin Neitzelt

302. As a result of Defendant's breach, Plaintiffs have suffered significant actual and ascertainable damages.

COUNT XVII – NEGLIGENCE

AS TO DEFENDANT, CHASE BANK

303. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

304. Defendant owed Plaintiffs a duty to open and maintain the correct account type(s) and to contact PNC bank and The Florida Bar Association for compliance.

305. Defendant did not open the correct type of account for Plaintiffs and/or maintain the correct account for the money deposited in or about March, 2016, which was a breach of duty and said negligence was discovered in November, 2020.

306. Defendant gave Plaintiffs information to Defendant, Erin Neitzelt twice in 2016, which was discovered on April 7, 2016 and in September, 2017.

307. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence.

308. Due to Defendant's negligence, Plaintiffs have suffered substantial actual

and acceptable damages.

COUNT XVIII – BREACH OF CONTRACT

AS TO DEFENDANT, CHASE BANK

309. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

310. This is an action for breach of contract seeking damages in excess of Thirty Thousand Dollars (\$30,000.00).

311. All conditions precedent to bringing this action have occurred.

312. Plaintiffs had a contract with Defendant, Chase Bank to keep and maintain an attorney trust account and instead opened a business checking account, and did not contact The Florida Bar Association or PNC bank regarding the account.

313. Defendant breached the contract(s) by failing to open and maintain the proper account, and also by allowing Defendant, Erin Beth Neitzelt access to the account information and to not do anything to protect Plaintiffs information.

314. The breaches are material and caused Plaintiff, Catherine E. Czyz, Esq.'s character to be impugned and found guilty of fraud and misrepresentation for clicking a drop-down box indicating that the account was maintained properly and Plaintiffs have suffered significant damages.

315. The contract is in the possession of the Defendant, Chase Bank and was opened in March, 2016.

316. Plaintiff has been required to retain the services of the undersigned attorney(s) to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

COUNT XIX – FRAUD

AS TO DEFENDANT, SCOTT E. ATWOOD, ESQ. AND DEFENDANT,

THE ATWOOD LAW FIRM, P.A. AND DEFENDANT, HENDERSON,

FRANKLIN STARNES AND HOLT, P.A.

317. Plaintiff realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

318. The Plaintiffs represented the Defendant, Erin Beth Neitzelt in an action For discrimination and employment related claims against her former employer.

319. Defendant, Erin Beth Neitzelt, entered into a fraud scheme with Defendant, Scott E. Atwood, Esq. in 2016 while Plaintiffs were representing Defendant, Neitzelt to set-up Plaintiffs for a Florida Bar Complaint with ethical violations and a legal malpractice action.

320. The fraud scheme that Defendant, Scott E. Atwood, Esq. devised also included the assistance of his friends and colleagues, Defendant Jason L. Gunter and Defendant, Richard Akin, Esq., and later Defendant, Shanee L. Hinson, Esq. and Defendant, .

321. The Defendant, Erin Beth Neitzelt's role was to make false statements of

322. material facts in a Florida Bar Complaint Inquiry and to file false allegations of legal malpractice in Lee County Court against Plaintiffs.

323. Defendant, Scott E. Atwood, Esq.'s role was to take over litigation of the Lee County case to make his file containing the fraud scheme from 2016 privileged.

324. Defendant, Gunter's role was to settle the case then act as an "expert" to

claim

325. Plaintiffs committed legal malpractice to cover his own legal malpractice, ethics violations and fraud and that of his co-conspirators.

326. . Defendant, Akin's role was to remove the case to federal Court and paper Plaintiffs with orders and to put pressure on Plaintiffs to withdraw and then to settle the case making payment directly to Defendant, Erin Neitzelt. The Florida Bar Association and the Lee County Court relied upon the representations made by the Defendant, Erin Beth Neitzelt, to the detriment of Plaintiffs.

327. In fact, the Defendant, Erin Beth Neitzelt, had made the bogus claims against her employer as a plot to blackmail the school into removing derogatory information about her incompetence as a teacher so that she could continue working in the field elsewhere and/or to get monetary damages and/or re-employment, and/or it was part of a scheme developed to employ the services of the Plaintiff to mar their reputation and extort funds from the Plaintiffs.

328. It was the intention of Defendant, Atwood to dupe the Florida Bar Association and the Lee County Court with the representations made by the Defendant, Erin Beth Neitzelt, as alleged and were made for the purpose inducing the Courts to act in reliance on them.

329. The representations made by the Defendant, Erin Beth Neitzelt were calculated to make the Plaintiffs the target of the fraud.

330. The Florida Bar Association and the Lee County Court were not aware that the representations made by the Defendant, Erin Beth Neitzelt, were false, and they relied upon them in prosecuting the Plaintiffs.

331. The Defendant, Scott E. Atwood, Esq. has acted recklessly, willfully, and wantonly with the intent to deceive and defraud.

332. The Atwood Law Firm, P.A. and the Henderson, Franklin, Starnes and Holt, P.A. law firms are liable for this fraud scheme as they are vicariously liable for the actions of its employees or agents.

333. Plaintiffs have been required to retain the services of the undersigned attorney to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

334. The Plaintiffs have suffered substantial damages, in an amount that exceeds the jurisdictional amount of Thirty Thousand Dollars (\$30,000.00).

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT XX – FRAUD

AS TO DEFENDANTS, JASON L. GUNTER, ESQ., JASON L. GUNTER,

P.A D/B/A GUNTERLAW AND. AND DEFENDANT, HENDERSON,

FRANKLIN STARNES AND HOLT, P.A.

335. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

336. The Plaintiffs represented the Defendant, Erin Beth Neitzelt in an action for discrimination and employment related claims against her former employer.

337. Defendant, Erin Beth Neitzelt, entered into a fraud scheme with Defendant, Jason L. Gunter, Esq. in January, 2017 while Plaintiffs were representing Defendant, Neitzelt to set-up Plaintiffs for a Florida Bar Complaint with ethical violations and a legal malpractice action.

338. The fraud scheme that Defendant, Scott E. Atwood, Esq. devised with Jason L. Gunter, Esq. also included the assistance of his friend and colleagues, Defendant, Richard Akin, Esq..

339. The Defendant, Erin Beth Neitzelt's role was to make false statements of material facts in a Florida Bar Complaint Inquiry and to file false allegations of legal malpractice in Lee County Court against Plaintiffs.

340. Defendant, Scott E. Atwood, Esq.'s role was to take over litigation of the Lee County case to make his file containing the fraud scheme from 2016 privileged.

341. Defendant, Gunter's role was to settle the case then act as an "expert" to claim Plaintiffs committed legal malpractice to cover his own legal malpractice, ethics violations and fraud and that of his co-conspirators.

342. Defendant, Akin's role was to remove the case to federal Court and paper Plaintiffs with orders and to put pressure on Plaintiffs to withdraw and then to settle the case making payment directly to Defendant, Erin Neitzelt; The Florida Bar Association and the Lee County Court relied upon the representations made by the Defendant, Erin Beth Neitzelt, to the detriment of Plaintiffs.

343. In fact, the Defendant, Erin Beth Neitzelt, had made the bogus claims

against her employer as a plot to blackmail the school into removing derogatory information about her incompetence as a teacher so that she could continue working in the field elsewhere and/or to get monetary damages and/or re-employment, and/or it was part of a scheme developed to employ the services of the Plaintiff to mar their reputation and extort funds from the Plaintiffs.

344. It was the intention of Defendant, Gunter to dupe the Florida Bar Association and the Lee County Court with the representations made by the Defendant, Erin Beth Neitzelt, as alleged and were made for the purpose inducing the Courts to act in reliance on them.

345. The representations made by the Defendant, Erin Beth Neitzelt were calculated to make the Plaintiffs the target of the fraud.

346. The Florida Bar Association and the Lee County Court were not aware That the representations made by the Defendant, Erin Beth Neitzelt, were false, and they relied upon them in prosecuting the Plaintiffs.

347. The Defendant, Jason L. Gunter, Esq. has acted recklessly, willfully, and wantonly with the intent to deceive and defraud.

348. Jason L. Gunter, P.A. d/b/a/ Gunterlaw and the Henderson, Franklin,

349. Starnes and Holt, P.A. law firms are liable for this fraud scheme as they are vicariously liable for the actions of its employees or agents.

350. Plaintiffs have been required to retain the services of the undersigned attorney to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

351. The Plaintiffs have suffered substantial damages, in an amount that

exceeds the jurisdictional amount of Thirty Thousand Dollars (\$30,000.00).

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT XXI – FRAUD

**AS TO DEFENDANT. RICHARD AKIN, ESQ.AND DEFENDANT,
HENDERSON, FRANKLIN STARNES AND HOLT, P.A.**

352. Plaintiff realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

353. The Plaintiffs represented the Defendant, Erin Beth Neitzelt in an action for discrimination and employment related claims against her former employer.

354. Defendant, Erin Beth Neitzelt, entered into a fraud scheme with Defendant, Jason L. Gunter, Esq. in January, 2017 while Plaintiffs were representing Defendant, Neitzelt to set-up Plaintiffs for a Florida Bar Complaint with ethical violations and a legal malpractice action.

355. The fraud scheme that Defendant, Scott E. Atwood, Esq. devised with Jason L. Gunter, Esq. also included the assistance of his friend and colleagues, Defendant, Richard Akin, Esq..

356. The Defendant, Erin Beth Neitzelt's role was to make false statements of

material facts in a Florida Bar Complaint Inquiry and to file false allegations of legal malpractice in Lee County Court against Plaintiffs.

357. Defendant, Scott E. Atwood, Esq.'s role was to take over litigation of the Lee County case to make his file containing the fraud scheme from 2016 privileged.

358. Defendant, Gunter's role was to settle the case then act as an "expert" to claim Plaintiffs committed legal malpractice to cover his own legal malpractice, ethics violations and fraud and that of his co-conspirators.

359. . Defendant, Akin's role was to remove the case to federal Court and paper Plaintiffs with orders and to put pressure on Plaintiffs to withdraw and then to settle the case making payment directly to Defendant, Erin Neitzelt.

360. The Florida Bar Association and the Lee County Court relied upon the representations made by the Defendant, Erin Beth Neitzelt, to the detriment of Plaintiffs.

361. In fact, the Defendant, Erin Beth Neitzelt, had made the bogus claims Against her employer as a plot to blackmail the school into removing derogatory

362. information about her incompetence as a teacher so that she could continue working in the field elsewhere and/or to get monetary damages and/or re-employment, and/or it was part of a scheme developed to employ the services of the Plaintiff to mar their reputation and extort funds from the Plaintiffs.

363. It was the intention of Defendant, Gunter to dupe the Florida Bar Association and the Lee County Court with the representations made by the Defendant, Erin Beth Neitzelt, as alleged and were made for the purpose inducing the Courts to act in reliance on them.

364. The representations made by the Defendant, Erin Beth Neitzelt were

calculated to make the Plaintiffs the target of the fraud.

365. The Florida Bar Association and the Lee County Court were not aware That the representations made by the Defendant, Erin Beth Neitzelt, were false, and they relied upon them in prosecuting the Plaintiffs.

366. The Defendant, Jason L. Gunter, Esq. has acted recklessly, willfully, and wantonly with the intent to deceive and defraud.

367. Jason L. Gunter, P.A. d/b/a/ Gunterlaw and the Henderson, Franklin, Starnes and Holt, P.A. law firms are liable for this fraud scheme as they are vicariously liable for the actions of its employees or agents.

368. Plaintiffs have been required to retain the services of the undersigned

369. attorney to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

370. The Plaintiffs have suffered substantial damages, in an amount that

371. exceeds the jurisdictional amount of Thirty Thousand Dollars (\$30,000.00).

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT XXII – NEGLIGENCE

AS TO DEFENDANT, RICHARD AKIN, ESQ. AND

DEFENDANT, HENDERSON FRANKLIN, STARNES AND HOLT, P.A.

372. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 186 as if more fully set forth herein.

373. Defendant, Richard Akin, Esq., owed Plaintiffs a duty of care to the Plaintiffs when interacting with the Plaintiffs. and with the matters alleged.

374. Defendant, Richard Akin, Esq. breached this duty by his actions or Inactions that were not within the scope of his actions or inactions with his attorney duties, and such actions or inactions were a breach of duty.

375. Defendant, Richard Akin, Esq., actions or inactions were a legal cause of hard or proximate cause of harm to the Plaintiffs.

376. Plaintiffs discovered said negligence within the past four years.

377. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

378. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and acceptable damages.

379. Under the doctrine of respondeat superior, the Defendant, Henderson, Franklin, Starnes and Holt, P.A., is vicariously liable for the negligence of it employee or agent, Defendant, Richard Akin, Esq.

COUNT XXII – NEGLIGENCE

AS TO DEFENDANT, JASON L. GUNTER, ESQ., JASON L. GUNTER,

P.A. D/B/A GUNTERLAW AND

DEFENDANT, HENDERSON FRANKLIN, STARNES AND HOLT, P.A.

380. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

381. Defendant, Jason L. Gunter, Esq., owed Plaintiffs a duty of care to the Plaintiffs when interacting with the Plaintiffs. And with the matters alleged.

382. Defendant, Jason L. Gunter, Esq. breached this duty by his actions or inactions that were not within the scope of his actions or inactions with his attorney duties, and such actions or inactions were a breach of duty .

383. Defendant, Jason L. Gunter, Esq., actions or inactions were a legal cause of hard or proximate cause of harm to the Plaintiffs.

384. Plaintiffs discovered said negligence within the past four years.

385. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

386. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and acceptable damages.

387. Under the doctrine of respondeat superior, the Defendant, Henderson, Franklin, Starnes and Holt, P.A., and Defendants, Jason L. Gunter, P.A. d/b/a Gunterlaw and is vicariously liable for the negligence of it employee or agent, Defendant, Jason L.

Gunter, Esq..

COUNT XXIII - NEGLIGENCE

AS TO DEFENDANT, SCOTT E. ATWOOD, ESQ., DEFENDANT, THE

ATWOOD LAW FIRM, P.A. AND

DEFENDANT, HENDERSON FRANKLIN, STARNES AND HOLT, P.A.

388. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

389. Defendant, Scott E. Atwood, Esq., owed Plaintiffs a duty of care to the Plaintiffs when interacting with the Plaintiffs and with the matters alleged.

390. Defendant, Scott e. Atwood, Esq. breached this duty by his actions or Inactions that were not within the scope of his actions or inactions with his attorney duties, and such actions or inactions were a breach of duty.

391. Defendant, Scott E. Atwood, Esq., actions or inactions were a legal cause of hard or proximate cause of harm to the Plaintiffs.

392. Plaintiffs discovered said negligence within the past four years.

393. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

394. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and acceptable damages.

395. Under the doctrine of respondeat superior, the Defendant, Henderson, Franklin, Starnes and Holt, P.A., and the Atwood Law Firm, P.A. are vicariously liable

for the negligence of its employee or agent, Defendant, Scott E. Atwood, Esq

COUNT XXIV – FRAUD (SECOND COUNT)

AS TO DEFENDANT, ERIN BETH NEITZELT

396. Plaintiff realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

397. The Plaintiffs represented the Defendant, Erin Beth Neitzelt in an action for discrimination and employment related claims against her former employer.

398. Defendant, Erin Beth Neitzelt, entered into a fraud scheme with Defendant, Scott E. Atwood, Esq. in 2016 while Plaintiffs were representing Defendant, Neitzelt to set-up Plaintiffs for a Florida Bar Complaint with ethical violations and a legal malpractice action that she was to file in Lee County Court instead of Palm Beach County Court so that she could prevail on her bogus claims..

399. The fraud scheme that Defendant, Scott E. Atwood, Esq. devised also included the assistance of his friends and colleagues, Defendant Jason L. Gunter and Defendant, Richard Akin, Esq..

400. The Defendant, Erin Beth Neitzelt's role was to make false statements of material facts in a Florida Bar Complaint Inquiry and to file false allegations of legal malpractice in Lee County Court against Plaintiffs.

401. Defendant, Scott E. Atwood, Esq.'s role was to take over litigation of the Lee County case to make his file containing the fraud scheme from 2016 privileged.

402. Defendant, Gunter's role was to settle the case then act as an "expert" to

claim Plaintiffs committed legal malpractice to cover his own legal malpractice, ethics violations and fraud and that of his co-conspirators.

403. Defendant, Akin's role was to remove the case to federal Court and paper Plaintiffs with orders and to put pressure on Plaintiffs to withdraw and then to settle the case making payment directly to Defendant, Erin Neitzelt.

404. The Florida Bar Association and the Lee County Court relied upon the representations made by the Defendant, Erin Beth Neitzelt, to the detriment of Plaintiffs.

405. In fact, the Defendant, Erin Beth Neitzelt, had made the bogus claims against her employer as a plot to blackmail the school into removing derogatory information about her incompetence as a teacher so that she could continue working in the field elsewhere and/or to get monetary damages and/or re-employment, and/or it was part of a scheme developed to employ the services of the Plaintiff to mar their reputation and extort funds from the Plaintiffs.

406. It was the intention of Defendant, Atwood to dupe the Florida Bar Association and the Lee County Court with the representations made by the Defendant, Erin Beth Neitzelt, as alleged and were made for the purpose inducing the Courts to act in reliance on them..

407. The representations made by the Defendant, Erin Beth Neitzelt were calculated to make the Plaintiffs the target of the fraud.

408. The Florida Bar Association and the Lee County Court were not aware that the representations made by the Defendant, Erin Beth Neitzelt, were false, and they relied upon them in prosecuting the Plaintiffs.

409. The Defendant, Scott E. Atwood, Esq. has acted recklessly, willfully,

and wantonly with the intent to deceive and defraud.

410. The Atwood Law Firm, P.A. and the Henderson, Franklin, Starnes and Holt, P.A. law firms are liable for this fraud scheme as they are vicariously liable for the actions of its employees or agents.

411. Plaintiffs have been required to retain the services of the undersigned attorney to represent it in this cause of action and has agreed to pay her a reasonable attorney fee for her services.

412. The Plaintiffs have suffered substantial damages, in an amount that exceeds the jurisdictional amount of Thirty Thousand Dollars (\$30,000.00).

WHEREFORE, the Plaintiffs, Catherine E. Czyz, Esq. and The Czyz Law Firm, P.A. and The Czyz Law Firm, PLLC demand judgment against Defendant, Erin Beth Neitzelt, for damages in excess of thirty thousand dollars (\$30,000.00), prejudgment interest, together with reasonable attorney's fees and costs incurred in this action, and such additional as the Court deems just, fair, and proper.

COUNT XXV

LEGAL MALPRACTICE/

PROFESSIONAL NEGLIGENCE

OF DEFENDANT, SHANEE L. HINSON, ESQ.

413. Plaintiffs, or Third Party Plaintiffs not in privity of contract reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

414. Shanee L. Hinson, Esq. failed to exercise the ordinarily reasonable skill

and knowledge commonly possessed by a member of the legal profession when handling the Florida Bar Association action against Plaintiff, Catherine E. Czyz, Esq., and acted in unethical actions when handling the case.

415. Shanee L. Hinson, Esq.'s breach of the duty proximately caused Plaintiffs' actual and ascertainable damages.

416. Plaintiffs are entitled to an action and damages for the legal malpractice as entitled non-parties to the representation of The Florida Bar Association, as the actions by Shanee L. Hinson, Esq. was an intentional tort and/or an abuse of the legal process.

417. The legal malpractice of Shanee L. Hinson, Esq. had a duty in representing The Florida Bar to act in an ethical manner and to not fall below standard and conduct of an ordinary attorney in prosecuting alleged ethical violations, and her actions were committed within the past two (2) years.

418. The lawsuit filed by Shanee L. Hinson, Esq. on behalf of The Florida Bar evidencing the legal malpractice is attached hereto as Plaintiffs' Exhibit to this Complaint..

419. The Plaintiffs, as non-parties to a contract between Defendant, Shanee L. Hinson, Esq. and the state, they have standing and are entitled to a cause of action for legal malpractice against these Defendants because of the fraud or collusion, See the holding in *Nation Savings Bank v. Ward*, 100 U.S. 195 (1879), and many cases that have chipped away at a strict privity of contract holding for liability for legal malpractice.

420. Due to the legal malpractice or professional negligence as alleged herein of Shanee L. Hinson, Esq., Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XXVI

MALICIOUS PROSECUTION

BY DEFENDANT, SHANEE L. HINSON, ESQ.

421. Third Party Plaintiffs reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

422. Shanee L. Hinson, Esq. is an attorney and an officer of the Court of the state of Florida.

423. . Shanee L. Hinson, Esq. filed a lawsuit on behalf of the Florida and committed legal malpractice by alleging that Plaintiffs committed legal malpractice Shanee L. Hinson, Esq. maliciously prosecuted Plaintiff on behalf of The Florida Bar Association for a legal malpractice action and/or asserting that Plaintiff filed an action for Erin Neitzelt as Race discrimination for being “white”, and alleged white with quotation marks to highlight that it was a Race case, and as a result, Plaintiff was acquitted on two (2) counts of ethics violations and was found guilty of eleven (11) violations.

424. The proceeding was investigated by Shanee L. Hinson, Esq.’s and she knew or should have known that the ethics violations were false and/or the allegations contained in the Complaint were false.

425. The proceeding was instigated by Shanee L. Hinson, Esq. as an agent of Defendant law firms but on behalf of The Florida Bar Association.

426. The proceeding or law suit was instigated with malice or without probable cause.

427. The Plaintiff was rendered judgment in her favor on two (2) counts of

ethics violations, and/or the other findings of guilt were based upon misrepresentations of facts and/or law.

428. The lawsuit filed by Shanee L. Hinson, Esq. evidencing the malicious prosecution is attached hereto as Plaintiffs' Exhibit to the Complaint .

429. Due to the malicious prosecution as alleged herein of Shanee L. Hinson, Esq. acting as an agent of Defendant law firms, Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XXVI

FLORIDA CODE CHAPTER 772 CIVIL REMEDIES FOR CRIMINAL

PRACTICES-

AS TO DEFENDANT, SHANEE L. HINSON, ESQ.

430. Plaintiffs reassert and reaver all allegations in paragraphs 15 through 185 as more fully as stated herein.

431. Shanee L. Hinson, Esq. violated recklessly endangered Plaintiff by eliciting testimony of her residential address, and/or by misuse of public office as an officer of the Court for The Florida Bar Association under Florida section 838, is liable to Plaintiffs for damages.

432. Plaintiffs had to retain the services of attorney(s) and are entitled to Reasonable attorneys' fees and costs.

433. Due to the violations pursuant to Florida Code 772 as alleged herein of Shanee L. Hinson, Esq., Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XXVII

FLORIDA CODE CHAPTER 772 CIVIL REMEDIES FOR CRIMINAL

PRACTICES-

AS TO DEFENDANTS, SCOTT E. ATWOOD, ESQ., RICHARD AKIN,

ESQ., JASON L. GUNTER, ESQ., ERIN BETH NEITZELT,

HENDERSON, FRANKLIN, STARNES, AND HOLT, P.A., THE

ATWOOD LAW FIRM, P.A. AND DEFENDANT, JASON L. GUNTER,

P.A. D/B/A GUNTERLAW

434. 18 Plaintiffs reassert and reaver all allegations in paragraphs 15 through 185 as more fully stated herein.

435. Defendants, Scott E. Atwood, Esq., Richard Akin, Esq. and Jason L. Gunter, Esq. are an agents or employees of Henderson, Franklin, Starnes, and Holt, P.A.. and Jason L. Gunter, Esq. is an employee or agent of Jason L. Gunter, P.A. d/b/a Gunterlaw and Scott E. Atwood, Esq. was an employee or agent of The Atwood Law Firm, P.A. at all times relevant hereto, and Erin Beth Neitzelt are liable under this code by their participation in the fraud, defamation and extortion scheme and acted as agents of the Defendant law firms named herein.

436. The named Defendants. by participation in the fraud, defamation and

437. extortion scheme in violation of Florida Chapter 817 relating to fraudulent practices, and/or 836.05 relating to extortion, acting as defendant law firms' agents are liable to Plaintiffs for damages.

438. Under the doctrine of respondeat superior or via vicarious liability, the Defendant law firms are liable for the actions of their employees or agents.

439. Plaintiffs had to retain the services of attorney(s) and are entitled to reasonable attorneys' fees and costs.

440. Due to the violations pursuant to Florida Code 772 as alleged herein by the Defendant individual(s) or attorneys and the attorneys as acting as an agent of Defendant law firms, Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XXVIII

FLORIDA CODE CHAPTER 772 CIVIL REMEDIES FOR CRIMINAL

PRACTICES-

AS TO DEFENDANT, ERIN BETH NEITZELT

441. Plaintiffs reassert and reaver all allegations in paragraphs 15 through 185 as more fully stated herein.

442. Defendant, Erin Beth Neitzelt, is liable under this code by committing perjury under Florida statute/chapter 837.

443. Defendant, Erin Beth Neitzelt. has given testimony, both written and oral under oath and swore to tell the truth, but knowingly told falsehoods under oath, committing perjury pursuant to Florida statute/chapter 837 .

444. Defendant, Erin Beth Neitzelt has been impeached by documents and/or testimony of witnesses.

445. Each time Defendant, Erin Neitzelt committed perjury in the state of Florida, she committed a third degree felony.

446. . Due to the perjury committed by Defendant, Erin Beth Neitzelt,. Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

**COUNT XXIX – ATTORNEY FEE AND COST LIEN OF PLAINTIFFS-
AS TO DEFENDANTS, RICHARD AKIN, ESQ. AND HENDERSON, FRANKLIN,
STARNES AND HOLT, P.A.**

447. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

448. Defendant Richard Akin, Esq. owed Plaintiffs a duty to contact Plaintiffs prior to settling the case of Erin Neitzelt v. Rachel Gould, et. al to honor the attorney fee and cost charging lien..

449. Plaintiffs had a security interest in the case and entitled to the settlement money.

450. Defendant knew of the representation of Plaintiffs and deliberately settled the case without contacting Plaintiffs and making payment directly to Defendant, Erin Beth Neitzelt.

451. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's actions.

452. Acting as an employee or agent of Defendant law firms, under the doctrine of respondeat superior, Defendant, Henderson, Franklin, Starnes and Holt, P.A. is liable for the conduct of Richard Akin, Esq..

453. Due to Defendant's actions, Plaintiffs have suffered substantial actual and

acceptable damages.

COUNT XXX- VIOLATION OF FLORIDA STATUTE 832.05

(AS TO DEFENDANT, ERIN BETH NEITZELT)

454. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

455. Florida Statute 832.05 provides for criminal and civil liabilities.

456. The amount of the check that Defendant, Erin Neitzelt, bounced or passed as a bad check is a felony pursuant to the statute.

457. By Defendant, Erin Beth Neitzelt, presenting the bad check for tender at JP Morgan Chase Bank, N.A. for Plaintiffs' Florida corporation and Florida business checking account.

458. Plaintiffs suffered actual and consequential damages as a result of Defendant, Erin Beth Neitzelt, passing a bad check.

COUNT XXXI - NEGLIGENCE

AS TO DEFENDANT, SHANEE L. HINSON, ESQ.

459. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 186 as if more fully set forth herein.

460. Defendant, Shanee L. Hinson, Esq., owed Plaintiffs a duty of care to the Plaintiffs when interacting with the Plaintiffs .and with the matters alleged.

461. Defendant, Shanee L. Hinson, Esq., Esq. breached this duty by his actions or inactions that were not within the scope of his actions or inactions with his attorney duties, and such actions or inactions were a breach of duty.

462. Defendant's actions or inactions were a legal cause of hard or proximate cause of harm to the Plaintiffs.

463. Plaintiffs discovered said negligence within the past four years.

464. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

465. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and acceptable damages.

COUNT XXXII

LEGAL MALPRACTICE/

PROFESSIONAL NEGLIGENCE

OF DEFENDANT, PATRICIA ANN TORO SAVITZ, ESQ.

466. Plaintiffs, or Third Party Plaintiffs not in privity of contract reassert and reaver all allegations in paragraphs 15 through 185 as fully stated herein.

467. Defendant, Patricia Ann Toro Savitz, Esq. failed to exercise the ordinarily reasonable skill and knowledge commonly possessed by a member of the legal profession when handling the Florida Bar Association action against Plaintiff, Catherine E. Czyz, Esq., and acted in unethical actions when handling the case.

468. Defendant's breach of the duty proximately caused Plaintiffs actual and ascertainable damages.

469. Plaintiffs are entitled to an action and damages for the legal malpractice as

entitled non-parties to the representation of The Florida Bar Association, as the actions by Patricia Ann Toro Savitz, Esq. was an intentional tort and/or an abuse of the legal process.

470. The legal malpractice of Defendant, Patricia Ann Toro Savitz, Esq. had a duty in representing The Florida Bar to act in an ethical manner and to not fall below standard and conduct of an ordinary attorney in prosecuting alleged ethical violations, and her actions were committed within the past two (2) years.

471. The lawsuit filed by Defendant, Patricia Ann Toro Savitz, Esq. and Defendant, Shanee L. Hinson, Esq., on behalf of The Florida Bar evidencing the legal malpractice is attached hereto as Plaintiffs' Exhibit 'D' to this Amended Complaint.

472. The Plaintiffs, as non-parties to a contract between Defendant and the state, they have standing and are entitled to a cause of action for legal malpractice against these Defendants because of the fraud or collusion, See the holding in *Nation Savings Bank v. Ward*, 100 U.S. 195 (1879), and many cases that have chipped away at a strict privity of contract holding for liability for legal malpractice.

473. Due to the legal malpractice or professional negligence as alleged herein of Defendant, Patricia .Plaintiffs have sustained irreparable harm, loss of reputation, actual and future monetary damages, and consequential damages.

COUNT XXXIII - NEGLIGENCE

AS TO DEFENDANT, PATRICIA ANN TORO SAVITZ, ESQ.

474. Plaintiffs realleges and reavers each and every allegation contained in paragraphs 15 through 185 as if more fully set forth herein.

475. Defendant, Patricia Ann Toro Savitz, Esq., owed Plaintiffs a duty of care to the Plaintiffs when interacting with the Plaintiffs .and with the matters alleged.

476. Defendant, Patricia Ann Toro Savitz, Esq. breached this duty by his actions or inactions that were not within the scope of his actions or inactions with his attorney duties, and such actions or inactions were a breach of duty .

477. Defendant's actions or inactions were a legal cause of hard or proximate cause of harm to the Plaintiffs.

478. Plaintiffs discovered said negligence within the past four years.

479. The damages caused to Plaintiffs is a direct and proximate cause of Defendant's negligence

480. Due to Defendant's negligence, Plaintiffs have suffered substantial actual and ascertainable damages.

DEMAND FOR JURY TRIAL

481. Plaintiffs in the above styled cause hereby demands trial by jury of all issues so triable as of right before a jury.

WHEREFORE, the Plaintiffs demand judgment in an amount in excess of Thirty Thousand Dollars (\$30,000.00) together with costs incurred in the filing and prosecution of this action.

THE CZYZ LAW FIRM, PLLC
931 Village Boulevard, Suite #905-242
West Palm Beach, FL 33409
(561) 502-1542 – Telephone

/s/ Catherine E. Czyz, Esq.

CATHERINE E. CZYZ, ESQ.
Attorney for Plaintiffs
Florida Bar No: 0105627