

COMPOSITE
EXHIBIT "A"

RETAINER AGREEMENT

AGREEMENT made this 28th day of March, 2016, between Erin Neitzelt, of 118 Martha Drive, St. Clairsville, Ohio 43950, (telephone numbers: 740-827-7067; 740-695-2608 e-mail: neitzeltnov10@yahoo.com; social security number: 286-64-8462) hereinafter referred to as the "Client" and THE CXYZ LAW FIRM, P.A., 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, mailing address by e-mail to catherineczyk@icloud.com, hereinafter referred to as the "Attorney."

PURPOSE OF REPRESENTATION

1. The Client retains and employs the Attorney to represent Erin Neitzelt v. Rachel Gould and Lee County Schools.

ATTORNEY'S FEE

2. The Attorney shall be compensated for services rendered at the rate of Three Hundred Fifty Dollars (\$350.00) per hour for any time expended on behalf of the Client. However, this quoted rate shall be increased by Fifty Dollars (\$50) per hour for any and all time expended in court appearances. Travel time to Court will be charged from a Regus office in the county in which the lawsuit is filed.
3. The Attorney shall likewise be compensated at the above quoted rate for any and all time expended in collecting and/or attempting to collect from the Client amounts owed to the Attorney under this agreement.
4. The Client will be invoiced by the Attorney on a periodic basis. Invoices are due and payable upon receipt. Accounts more than thirty (30) days past due are subject to an interest rate of Eighteen Percent (18%) per year (1.5% per month). In the event that the Client pays by a check that is returned by the bank for any reason, the Client shall be responsible for all costs incurred by the Attorney stemming from the return of the check. Attorney reserves the right to report delinquent accounts to the appropriate credit agencies.
5. The Client shall keep the Attorney advised of any changes in his or her phone number or billing address.
6. In the event that the representation of the Client should continue for more than one year, the quoted hourly rate may be increased upon Thirty (30) days written notice to the Client.

RETAINER

7. The Client shall provide the Attorney with a fee retainer of Six Thousand Dollars (\$6,000). This retainer is nonrefundable. This retainer is to cover the cost of the fees of the Attorney only. The Client is reminded that the retainer does not reflect the entire amount he or she will be required to expend in this matter. Representation of the Client by the Attorney shall commence upon payment of the above stated retainer amount. The Attorney reserves the right to require the Client to deposit money into the Attorney's Account to be used to pay the Attorney's fees to cover significant expenditures of attorney's fees, such as in advance of a hearing, deposition, trial, for research time, for the review or preparation of contracts, or other matters which require an amount of attorney's time reasonably expected to exceed three (3) hours.

EXPENSES

8. The expenses of the legal work performed, including but not limited to, court costs, expenses of investigation, expenses of medical examinations, expert witness costs, photocopying expenses, telephone expenses, the costs of obtaining and presenting evidence, courier charges, and the like, are to be borne by the Client and advanced by the Client. The Client shall remain liable for any costs advanced by the Attorney. Client shall provide Attorney with a cost retainer in the sum of One Thousand Five Hundred Dollars (\$1,500).

APPROVAL NECESSARY FOR SETTLEMENT

9. No settlement of any nature shall be made regarding the subject matter of this Agreement without the complete approval of the Client, and all offers of settlement shall be communicated to the Client. The Client shall not obtain any settlement on the subject matter of this Agreement without the complete approval of the Attorney.

ASSOCIATION OF OTHER ATTORNEY

10. The Attorney may associate any other Attorney in the representation of the Client under this Agreement.

COOPERATION OF THE CLIENT

11. The Client shall keep the Attorney advised of his whereabouts at all times, shall appear on reasonable notice at any and all depositions, scheduled conferences and court appearances, and shall comply with all reasonable requests of the Attorney in connection with the subject matter of this Agreement.

TERMINATION

12. This contract may be terminated by the Client at any time upon written notice to the Attorney. The Attorney shall be entitled to be compensated for all work performed until that date. However, in the event that litigation is pending the Attorney shall be entitled to be compensated through the granting of a Motion to Withdraw by the Court in which such action or actions are pending.

13. This contract may be terminated by the Attorney, upon written notice to the Client, due to inability to procure the cooperation of the Client, inability to secure monetary compensation for services and or costs expended under this Agreement, due to a conflict of interest on behalf of the Attorney or other Client of the Attorney, or in the event the client and Attorney develop irreconcilable differences as to the handling of the matter.

GOVERNING LAW

14. This Agreement shall be construed under and in accordance with the laws of the State of Florida.

15. The parties hereto recognize Palm Beach County, Florida as the controlling venue over this Agreement.

PARTIES BOUND

16. This Agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

LEGAL CONSTRUCTION

17. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

PRIOR AGREEMENTS SUPERSEDED

18. This Agreement constitutes the sole and only agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

PREVAILING PARTY TO BE AWARDED ATTORNEY'S FEES

19. In any litigation between the parties hereto arising under this Agreement, the prevailing party shall be entitled to recover Attorney' fees and costs.

EXECUTED the day and year stated above.

ATTORNEY:

THE CZYZ LAW FIRM, P.A.

By: 

CATHERINE E. CZYZ, Esquire

CLIENT:



Print: _____

Addendum to
Retainer Agreement
(Modifying Paragraphs 2., 7. and 8. of the Agreement only)

1. This is an Addendum to the Retainer Agreement entered into between Erin Neitzelt "Client" and the Czyz Law Firm, P.A. "Attorney".

2. This Addendum is to take effect on July 1, 2016.

3. Paragraph 2. is modified to provide that:

2. The Attorney shall be compensated for services rendered at the rate of One Hundred Seventy Five Dollars (\$175.00) per hour for any time expended on behalf of the Client in Court or out of Court, plus a contingency fee, as follows:

a. Should the case settle after the filing of a lawsuit but before a Responsive Pleading is filed by the Defendant (s), the contingency fee shall be Twenty Five Percent (25%) of the Total Recovery; or

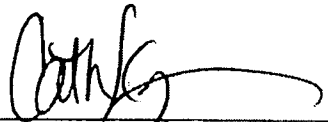
b. Should the case be resolved by settlement, judgment or verdict after the filing of a Responsive Pleading by the Defendant (s), the contingency fee shall be Thirty Percent (30%) of the Total Recovery.

c. Travel time and related expenses shall be charged from a Regus office in the county in which the lawsuit is filed.

Paragraphs 7. and 8. are modified to provide that:

7. The Client shall provide the Attorney with a monthly fee retainer of Three Thousand Dollars (\$3,000). This retainer is to cover the cost of the fees of the Attorney only. The Client is reminded that the retainer does not reflect the entire amount he or she will be required to expend in this matter. The Attorney reserves the right to require the Client to deposit money into the Attorney's Account to be used to pay the Attorney's fees to cover significant expenditures of attorney's fees, such as in advance of a hearing, deposition, trial, for research time, for the review or preparation of contracts, or other matters which require an amount of attorney's time reasonably expected to exceed three (3) hours.

8. The expenses of the legal work performed, including but not limited to, court costs, expenses of investigation, expenses of medical examinations, expert witness costs, photocopying expenses, telephone expenses, the costs of obtaining and presenting evidence, courier charges, and the like, are to be borne by the Client and advanced by the Client. The Client shall remain liable for any costs advanced by the Attorney. Client shall provide Attorney with a monthly cost retainer in the sum of Seven Hundred Fifty Dollars(\$750). Attorney reserves the right to demand the retainer increase if there are foreseeable costly expenditures, such as expert witness fees, or deposition transcript fees.


Catherine E. Czyz, Esq.

Date executed: _____


Erin Neitzelt

Date executed: _____

Witness as to Client's signature:

Name: _____

Address: _____

Telephone No.: _____

Signature: _____

CONTINGENCY FEE AGREEMENT

Erin Neitzelt the undersigned client, (hereinafter referred to as "CLIENT") do hereby retain and employ The Cysz Law Firm, P.A. (hereinafter referred to as "ATTORNEY") to represent me in my claim against Rachel Gould and Lee County Schools any other person, firm or corporation liable therefore, resulting from action arising from employment, etc.

This contingency fee agreement will supersede any prior representation agreements for payment arrangements.

CLIENT agrees to pay ATTORNEY a fee contingent upon the outcome of the matter. If a recovery is made in this matter, on the CLIENT'S behalf, CLIENT agrees to pay ATTORNEY, as compensation for services rendered. A sum based upon the following:

- A. Before filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action.
 1. 33 1/3% of any recovery up to \$1 million plus
 2. 30% of any portion of the recovery between \$1 million-2 million; plus
 3. 20% of any portion of the recovery exceeding of \$2 million.
- B. After the filing of an answer of the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provide for such action, through the entry of judgment:
 1. 40% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million-2 million; plus
 3. 20% of any portion of the recovery exceeding of \$2 million.
- C. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 1. 33 1/3% of any recovery up to \$1 million; plus
 2. 20% of any portion of the recovery between \$1 million-2 million; plus
 3. 15% of any portion of the recovery exceeding of \$2 million.

- D. An Additional 5% of any recovery after notice of appeal is filed or post-judgment relief action or action is required for recovery on the judgment.

If there is no recovery, there shall be no fees owed by the CLIENT to ATTORNEY for representation in this matter nor will the CLIENT be responsible for any other fees, charges and expenses, except as hereinafter provided.

ATTORNEY may require CLIENT to provide ATTORNEY with a cost deposit to pay for the costs and expenses which the ATTORNEY believes may be necessary for the investigation of the CLIENT'S claims and in furtherance of the representation. ATTORNEY may, however, in his discretion advance all or part of the costs and expenses. In all instances where costs and expenses have been advanced by ATTORNEY, the sums which have been advanced shall be deducted from the proceeds of settlement or judgment after the fee has been calculated and shall be reimbursed to ATTORNEY before any amount recovered is disbursed to CLIENT. These costs and expenses may include, but shall not be limited to, investigative fees, administration fees, and court costs. If CLIENT discharges ATTORNEY prior to the conclusion of the representation, CLIENT will immediately pay to ATTORNEY costs and expenses advanced by ATTORNEY. If costs are not reimbursed within thirty (30) days, ATTORNEY may bring a collection action against client in the Palm Beach County Court to recover the costs, and ATTORNEY is entitled to be reimbursed from CLIENT for its reasonable attorney's fees and costs in bringing said action against CLIENT.

It is agreed that payment of the attorney's fee shall be based upon the total amount recovered, including punitive damages, whether by settlement or judgment and shall be payable to attorney in a lump sum when the recovery proceeds are received. In cases where CLIENT receives a recovery that will be paid to CLIENT on a future structured or periodic basis, the contingency fee percentage shall only be calculated on the cost of the structured verdict of settlement, or if the cost is unknown, on the present money value of the structured verdict or settlement, whichever is less. If the damages and the fees are to be paid out over the long term figure schedule, then this limitation does not apply. Attorney may sign or execute the settlement or judgment draft for the CLIENT for deposit into the lawyer's trust account.

CLIENT authorizes ATTORNEY to deduct from the proceed of any recovery the applicable attorney's fee, in accordance with the terms set forth above, together with all other fees, costs, and expenses for which the CLIENT is responsible and which remain unpaid at the time the recovery proceeds are received. CLIENT authorizes ATTORNEY to endorse or execute any draft or check in his/her place for any draft or check issued for any settlement, judgment or verdict.

CLIENT acknowledges that ATTORNEY has made no promises to CLIENT as to the outcome of the case except that the ATTORNEY has promised to render his best professional skill in furtherance of the representation. ATTORNEY agrees to make no compromise or settlement in this matter without the approval of the CLIENT. ATTORNEY agrees to notify CLIENT whenever an offer of settlement is received by ATTORNEY, and to inform CLIENT of the amount of that offer, and the recommendation of the ATTORNEY as to its acceptability.

ATTORNEY may withdraw from further representation of the CLIENT pursuant to this agreement upon written notice by the ATTORNEY that the legal or factual basis of the claim is such that it

is not advisable to proceed with the representation of if the CLIENT rejects a settlement proposal which is affirmatively recommended by the ATTORNEY.

Any questions regarding any charges or fees charged to CLIENT must be communicated to the ATTORNEY in writing within fifteen (15) days from the mailing date of the billing statement, or it will be presumed that CLIENT agrees to correctness, accuracy and fairness of the statement or fee. If ATTORNEY and CLIENT cannot resolve the question to CLIENT'S satisfaction, ATTORNEY AND CLIENT HEREBY AGREE to the Palm Beach County Court in Palm Beach County Florida as having jurisdiction over this contract. The prevailing party of any dispute shall receive his/her/its attorney's fees and costs.

This contract may be canceled by written notification to the ATTORNEY at any time within three (3) business days of the date the contract was signed, as shown below, and, if canceled, the CLIENT shall not be obligated to pay any fees to ATTORNEY for the work performed during that time. If the ATTORNEY has advanced funds in representation of the CLIENT, ATTORNEY is entitled to be reimbursed for such amounts as the ATTORNEY has reasonably advanced on behalf of the CLIENT.

If CLIENT terminates this contract and discharges ATTORNEY after the three day prior, CLIENT will be liable to ATTORNEY for the reasonable value of the services performed, by way of quantum meruit hourly fees or the amount of the benefits attained for the CLIENT by way of settlement offer, whichever is greater, by ATTORNEY which will be payable to ATTORNEY at the time the recovery proceeds are disbursed to CLIENT. ATTORNEY'S current hourly fee is five hundred dollars (\$500.00) per hour, however, this hourly fee may be increased, if at the time any action is brought for fees, the current hourly fee for ATTORNEY is greater.

Any pictures, video tapes, audiotapes, DVDs, CDS, letters, bills and/or any other memoranda provided to ATTORNEY by the CLIENT shall become property of the ATTORNEY, therefore, CLIENT is to keep originals and only provide ATTORNEY with copies. The file contents shall be destroyed after the file is closed. If you want a copy of the file contents, you must request in writing a copy of the file prior to the execution of the Disbursement Statement.

The undersigned CLIENT has, before signing this contract, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to keep to refer to while being represented by ATTORNEY.

DATED this 28th day of November 2016.

Erin Neitzelt
CLIENT ERIN NEITZELT

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Erin Neitzelt to me known and known to me to be the person described in and who executed the foregoing, and he

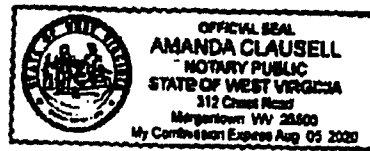
acknowledged before me that he executed same. () who is personally known to me (), who has produced _____ as identification, and who () did () did not take an oath, and who executed the foregoing.

SWORN TO and subscribed before me this 28th day of NOV, 2016.

Amanda Clause

NOTARY PUBLIC, State of West Virginia

My commission expires: August 05 2020



The above employment is hereby accepted upon the terms stated herein.

BY: [Signature] for the Firm
The Czyz Law Firm, P.A.

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this statement of your rights as a client. This Statement is not part of the actual contract between you and your lawyer, but as a prospective client you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and bargain about rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent

you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from the case. If you discharge your lawyer without good cause after the three day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his' or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing agreement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyer. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including amounts recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign the closing

statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If you have any question regarding a billing statement for the attorney or dispute a fee charged to you, you must first communicate your question or dispute to the ATTORNEY in writing within fifteen (15) days from your receipt of the statement, or it will be presumed that you agree to the correctness, accuracy and fairness of the statement or fee. If you and the attorney cannot, to your satisfaction, resolve this problem, YOU AND THE ATTORNEY HEREBY AGREE to the Palm Beach County Court in Palm Beach County Florida as having jurisdiction over this contract. The prevailing party of any dispute shall receive his/her/its attorney's fees and costs.

I have read the above and understand its contents. Any questions with regard to the Contingency Fee Contract with The Cxyz Law Firm have been answered to my satisfaction.

DATED: 11-28-16

DATED: 11-28-16

Erin Neitzelt
CLIENT ERIN NEITZELT

Cxyz
The Cxyz Law Firm, P.A.

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

SWORN TO and subscribed before me this 28th day of NOV, 2016.

Amanda Claibell
NOTARY PUBLIC, State of WEST VIRGINIA

My commission expires: AUGUST 05 2020

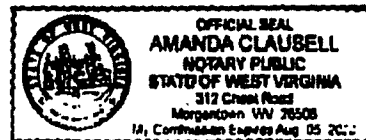


EXHIBIT "B"

Phillips Point
777 S. Flagler Drive
Suite 800, West Tower
W. Palm Beach, FL 33401

The Czyz Law Firm, P.A.

Catherine E. Czyz, Esq.

Mailing Address:
P.O.Box: 243
Bloomingdale, NJ 07403
Telephone: (561) 628-1044
e-mail: catherineczyz@icloud.com

invoice No.: 101423

April 30, 2016

Erin Neitzelt
40 Imperial Woods Drive
Morgantown, WV 26508

SENT VIA CERTIFIED MAIL AND E-MAIL TO NEITZELINOV10@YAHOO.COM

BILL FOR QUANTUM MERUIT SERVICES FROM NOVEMBER 28, 2016 UNTIL FEBRUARY 13, 2017 PER THE CONTINGENCY FEE AGREEMENT

RE: ERIN NEITZELT V RACHEL GOULD AND LEE COUNTY SCHOOLS

Billable Rate: \$500.00/Hr

November 28, 2016 – Call to Florida Bar and transferred to Lawyers helping lawyers division about request for class action attorney on Title VII cases.....0.5...\$ 250.00 (+\$ 87.50)

November 28, 2016 – Call to South Florida Legal Services about service of process charges , etc.....0.3...\$ 150.00 (+\$ 52.50)

November 28, 2016 – Draft Amended Complaint.....0.6...\$300.00 (+\$105.00)

November 28, 2016 – Draft Summons on Amended Complaint for Gould.....0.3...\$150.00 (+\$ 52.50)

November 28, 2016 – Draft Summons on Amended Complaint for Lee County School

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Catherine E. Czyz, Esq.

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Telephone: (561) 628-1044
e-mail: cadierineczyz@icloud.com

District.....0.3...\$150.00
(+\$ 52.50)

November 29, 2016 – Receipt/review of call/message from FL bar about e-mailing the names of requested attorney information.....0.3...\$150.00
(+\$ 52.50)

November 29, 2016 – File the Amended Complaint on the e-portal system.....0.4...\$200.00
(+\$ 70.00)

November 29, 2016 – Receipt/review of e-mail from Lee County Courthouse regarding the filing of Amended Complaint.....0.1...\$ 50.00
(+\$ 17.50)

November 29, 2016 – email to SFLS about correspondence.....0.1...\$50.00
(+\$ 17.50)

November 29, 2016 – Receipt/ review of attorney information (Benjamin H. Hill, Esq.) as class action referral.....0.3...\$150.00
(+\$ 52.50)

November 29, 2016 – re-review of file and take notes for Mr. Hill.....2.0...\$1,000
(+\$350.00)

November 29, 2016 – Call to SFLS about serving the Complaint.....0.3...\$150.00
(+\$ 52.50)

November 29, 2016 – draft e-mail to South Florida Legal Services with Amended Complaint and Summons on Amended Complaint.....0.1...\$50.00
(+\$ 17.50)

November 29, 2016 – Talk with Mr. Hill about the requirements to make a “class” for a class action, very stringent rules which he successfully combated in defense, and the facts of Erin’s case and the other Latfan

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e-mail: catherineczyz@icloud.com

woman and the BMW woman and the "good ol' boy" club and decision to contact the attorney for the black person class action to coordinate a possible class action based upon sex discrimination.....1.0.....\$500.00
(+\$175.00)

November 30, 2016 – e-mail from SFLS about receipt of Amended Complaint and summons for service of process.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 – Filed both Summons on Amended Complaint for service issuance with Lee County on e-portal system.....0.5.....\$250.00
(+\$ 87.50)

November 30, 2016 – receipt/review of e-mail from Lee County Courthouse about Summons on Amended being filed.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 - Six (6) e-mails back and forth with SFLS about credit card payment and service of Amended Complaint with turn-around time for the summons and process.....0.6.....\$300.00
(+\$105.00)

November 30, 2016 – Various texts back and forth from Erin acknowledging that November will be the last hourly bill and acceptance of Contingency Fee agreement from her and request that original must be received in the mail later and therapist.....0.3.....\$150.00
(+\$ 52.50)

November 30, 2016 – Review E-mail from Erin about prep work on case, etc.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 – receipt/review of Contingency Fee agreement attached to e-mail from Erin.....0.1.....\$50.00
(+\$ 17.50)

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e-mail: catherineczyz@icloud.com

November 30, 2016 – Compose e-mail to Erin about case.....
.....0.1.....\$50.00
(+\$ 17.50)

December 2, 2016 – receipt review of email from Court with issued summons on Lee County
Schools.....0.4...\$200.00

December 2, 2016 – receipt and review of issued summons on amended complaint on
Gould.....0.4....\$200.00

December 3, 2016 – review of Principal Evaluation from Dr. Vincent Schmidt.....0.5....\$250.00

December 5, 2016 – text about bill and telephone consultation.....0.1.....\$ 50.00
December 6, 2016 – call from process server saying that Gould was sick and possibly evading and that the
school asked for me to call back tomorrow and discussion of serving Gould at home...0.2...\$100.00

December 7, 2016 – receipt and review of email from process server giving December 7 service date and place
and time.....0.3....\$150.00

December 7, 2016 – receipt and review from process server of service date and time (December 7) of Lee
County Schools upon Keith Martin.....0.3....\$150.00

December 9, 2016 – telephone conference about case and her health and her treatment with various health
professionals.....0.5....\$250.00

December 9, 2016 – various texts about her hands and health because of the case.....0.4....\$200.00

December 10, 2016 – texts about going to the gym and her computer.....0.1....\$ 50.00

December 15, 2016 – draft Medical Authorization for Erin.....1.0...\$500.00

December 15, 2016 – email Medical Authorization to Erin.....0.1...\$ 50.00

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December 15, 2017 – text to Erin about emailed medical authorization.....0.1...\$50.00

December 16, 2017 – various texts about the case.....0.3...\$150.00

December 20, 2016 – receipt and review of email from Court regarding filings.....0.1...\$ 50.00

December 20, 2016 – review of notice of removal pleadings.....1.0...\$500.00

December 21, 2016 – call to federal court and left message that I am not getting any pleadings from Court on removed case to federal court.....0.2...\$100.00

December 21, 2017 – various texts about the case.....0.3...\$150.00

December 22, 2016 – call again to Court leaving message about issues and request for call.....0.2...\$100.00

December 22, 2016 – download application for Middle District and review.....0.3...\$150.00

December 23, 2016 – third call to clerk and leave message with issues and note no return call.....0.2...\$100.00

December 23, 2016 – finding and forwarding three messages from opposing counsel’s office.....0.5...\$250.00

December 23, 2016 – draft letter to Judge Chappel in Federal Court about case being sent to her and no service upon us and sanctions request.....0.5...\$250.00

December 23, 2016- Review/read email from Erin on research she did on the transferring of cases to Federal Court.....0.3...\$150.00

Phillips Point
777 S. Flagler Drive
Suite 800, West Tower
W. Palm Beach, FL 33401

The Czyz Law Firm, P.A.

Mailing Address:
P.O.Box: 243
Bloomingdale, NJ 07403
Telephone: (561) 628-1044
e-mail: catherineczyz@icloud.com

Catherine E. Czyz, Esq.

December 27, 2017 – various texts back and forth about the case.....0.5....\$250.00

December 28, 2016 – receipt via email of Motion to Dismiss, Notice of pendency and CIP.....0.1....\$50.00

December 29, 2016 - emailed response about Valesky and also updated on case with Motion to Dismiss, and not being admitted to Middle District etc.....0.3....\$150.00

December 29, 2016 – email from Erin saying thank you.....0.1....\$50.00

December 29, 2016 – email to Denise Ludsford asking for the e-mail of the attorney of record.....0.1...\$ 50.00

December 30, 2016 – email from opposing counsel’s secretary stating that he is out of the office on vacation.....0.1....\$50.00

December 30, 2016 – call to opposing counsel’s office stating that he needs to call me because he’s filing pleadings and I’m not licensed in the Middle District.....0.2....\$100.00

December 30, 2016 – e-mail from Kyle Dudek another attorney working with attorney Akin attempting to address the problem.....0.1....\$50.00

December 30, 2016- email back to Kyle stating that I will speak to the Court next week.....0.1...\$ 50.00

December 30, 2017 – various texts about other attorney giving us extensions of time.....0.2...\$100.00

January 2, 2017 – various texts back and forth about Maggie and Bonny.....0.2...\$100.00

January 3, 2017 – talk with Bernadette (Bonny Gallo) with notes, she was blonde, drove a convertible mustang and was married to a doctor.....0.5.....\$ 250.00

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The Czyz Law Firm, P.A.

Catherine E. Czyz, Esq.

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Bloomingdale, NJ 07403
Telephone: (561) 628-1044
e-mail: catherineczyz@icloud.com

Copies @ \$1.00/copy.....\$328.00

US Mail and certified mail.....\$ 5.31

Amount Due.....\$ 25,745.81

**DUE UPON RECEIPT.
THERE ARE NO PAST DUE ACCOUNTS. UNPAID BILLS ARE FILED AS A LAWSUIT**

EXHIBIT "C"

The Florida Bar
Inquiry/Complaint Form

RECEIVED
MAY 26 2017

THE FLORIDA BAR - ACAP
TALLAHASSEE, FLORIDA

PART ONE (See Page 1, PART ONE – Complainant Information.):

Your Name: Erin B. Neitzelt
Organization: Self
Address: 40 Imperial Woods Drive
City, State, Zip Code: Morgantown, WV 26508
Phone: (740) 827-7067
Email: neitzeltnov10@yahoo.com
ACAP Reference No.: 17-10694

Does this complaint pertain to a matter currently in litigation? Yes No

PART TWO (See Page 1, PART TWO – Attorney Information.):

Attorney's Name: Catherine Cxyz Florida Bar No. 105627
Address: 777 S. Flagler Drive
City, State, Zip Code: West Palm Beach, FL 33401
Telephone: (561) 628-1044

PART THREE (See Page 1, PART THREE – Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheet).

PART FOUR (See Page 1, PART FOUR – Witnesses.): The witnesses in support of my allegations are: (attach additional sheet).

PART FIVE (See Page 1, PART FIVE – Signature.): Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

Erin Neitzelt
Print Name
Erin Neitzelt
Signature
3-29-17
Date

PART THREE:

Dear Sirs,

Enclosed is my documentation to support my claim that I have been wrongly charged and my case unethically and unprofessionally handled by Attorney Catherine Czyz. I am writing to file a complaint and request for mediation and refund of funds paid to Czyz.

To summarize:

I attest that Czyz unethically accepted a case from me and advised me at the consultation that the case had a strong potential outcome and encouraged me to continue the case. This was not ethical information, as the case lacked legal merit, and I was not told this until after I had paid Czyz \$58,395.68. Czyz then charged me an additional \$25,745.81 on April 30, 2017, which I did not pay. I allege that I was on a contingency fee arrangement during this period of time (November 2016 to date) and these charges were not authorized. Additionally, Czyz told me in January 2017 to find new counsel, because she was not licensed in the court in which the case was transferred. I allege that Czyz overcharged me \$84,141.49 to prepare and file a claim with a court, knowing that she was creating a federal case in a federal court, in which she was not licensed to practice. She filed a false allegation on my behalf to elevate the claim to federal status in order to continue the case for ongoing payment from me. She continued to charge me for services that she was not licensed to perform, not asked to perform, and refused to provide receipts for such services or explanation of why such tasks were necessary. Czyz accepted a case from me with no legal merit, and advised me it was a strong case while dangling a carrot of potential winnings, and continued to accept payment from me, when in fact, my case had no legal merit and should not have progressed beyond the consultation.

Czyz would ask me for lots of information, that I provided to her initially back in May and June 2016, and then she would continue to contact me and ask me questions about it, that were unnecessary, and then continue to bill me. None of the information was relevant to my case as it was filed as a national origin case. It was all just time wasted by Czyz to continue to bill me at a high hourly rate so that she could collect money from me. Unethical.

Remedy Requested:

I am requesting a refund of all money beyond the initial consultation fee that I paid to Czyz for services that she was not authorized to perform, redundant services, unethical services, and unnecessary services.

Evidence:

I have copies of invoices from Czyz and cancelled checks that I paid for the \$58,395.68. I also have emails from Czyz to support same. My telephone automatically deleted previous text messages from Czyz, but I would like to have these messages requested via subpoena for this investigation, as such messages prove all of my allegations.

I allege that Czyz charged me ~~\$84,141.49~~ to merely file a claim with a court in which she was not licensed to practice. *I paid Czyz \$58,395.68 to date.*

When I asked Czyz to please go over the invoices with me and to explain the charges, or to provide receipts for third party services for which she charged me, or for a refund of some of the fees that she could not explain, she threatened me with a lawsuit, and Czyz and did not comply with my request. Therefore, I am seeking assistance from your department.

I am submitting copies of SOME of the invoices, and emails, as examples only. There are more examples of such and I will provide as requested. I only am submitting some as there is a limit on the number of pages that I can initially submit to your department. The pages of evidence that I have, or am requesting (text messages) are too numerous to include herein. Will provide as requested.

I allege that:

Czyz told me high dollar amounts (which were erroneous) as potential winnings, and encouraged me to carry the case. Czyz, after receiving payment from me, then told me that the case was only worth \$100,000 at best in winnings. Previously, she told me it was worth \$300,000 per COUNT, and there were 13 counts that she wrote.

Czyz isn't licensed to practice law in the court in which the case was handled, and therefore, I had to work pro-se and also seek new counsel, of which I had to pay.

Czyz charged me for herself to make application to the federal court to practice law there.

Czyz charged me outrageous amounts of money to perform tasks and investigations that I never asked her to perform. I provided Czyz with all documentation myself that was to be used as evidence. Czyz made phone calls and redundant contacts, as well as unnecessary "investigations" on her own, and charged me outrageous fees for this.

Czyz charged me to contact other attorneys for advice, to call free attorney help lines (Attorneys helping other attorneys) and for time spent doing her own personal banking tasks. Czyz also charged me outrageous amounts for clerical work, scanning, copying (and would not provide me with any receipts when I asked to see same), and investigative tasks that were unnecessary and redundant which I never asked her to perform.

Czyz also would initiate unnecessary or redundant text messages to me, and then charge me if I replied. This happened a lot. They were usually redundant, unnecessary, and Czyz would carry them out for a long time. An example of this would be that Czyz would text me before my bill was due for payment, and remind me that she mailed and emailed my bill to me, reminding me to pay it, and then she would charge me for that contact.

Czyz's hourly rate constantly changed to amounts I did not agree to. Czyz was on a contingency payment arrangement with me, which she asked to be released from when it came out that she was not licensed to practice in the federal court, and then she charged me \$500 an hour for work that she was not licensed to perform.

Czyz would schedule phone call appointments with me, and then keep me on the phone for hours telling me about her own personal legal issues, and giving me "scenarios" and "examples", ongoing redundancies, from other cases and stories of her own accord not related to my case, and then charge me for very, very lengthy phone calls at her hourly rate.

Czyz charged me to handle my case, knowing that she was not licensed to practice in federal court, and was unable to represent me. Czyz knew this from the beginning, since she told me I had a federal case, and then she continued to charge me. I did not learn of this until December 2016, when she admitted this to me, after I had already paid her \$58,395.68.

Czyz would not honor the contingency fee agreement she had me sign. Czyz released herself from it in January 2017, and then now is trying to charge me for it in May of 2017.

Czyz made claims in a poorly written complaint to the court that contained ethnic discrimination claims that I never said to Czyz or claimed were true. Czyz encouraged me unethically to continue to state that I was discriminated against for being Irish/Italian (national origin). This is not what I ever claimed to Czyz, yet this is what she wrote in her case. When she asked me to look over the case for edits, I called her and told her this was not correct and to please remove it, and she asked me to sign it and that she would amend it. Later when I saw what she had filed with the court, I saw that she did not amend it, and submitted it with my signature on it. That is not what I claim. She misrepresented me.

Czyz acted inappropriately and unprofessionally and outside of the rules of the Federal District Court and threatened sanctions on the judge before my case was even heard. Czyz's handling of my case was highly unprofessional. Evidence of this is in the notes of the court case, made by the Judge herself as being inappropriate.

I have paid Czyz over \$58,395.68 to date. Czyz claims that I owe her over an additional \$25,745.81 for services that I did not ask her to perform from November 2016 through May 5, 2017 when I received a bill. Czyz has threatened to sue me as a result if I do not pay this bill by

May 2017. I currently have paid ALL PRIOR BILLS Czyz promptly and in full. Enclosed documentation provided.

Cyz is charging me to make hundreds of copies and scans, totalling thousands of dollars, yet the claim that she filed with the court is only 30 some pages long, and I provided all of the necessary documents to her in the first place, that I had copied and scanned myself and emailed and postal mailed to her. I have no idea what she is copying or scanning, and she will not tell me or tell me why, or provide any receipts for such. I did not ask her to perform these tasks.

Cyz conducted an "investigation" herself into my case, by making phone calls and trying to gather documentation, that I provided to her. I did not ask her to do this. She charged me for services that were unnecessary and for which I did not approve.

Cyz also texted me in January and February 2017 asking me to pay her a flat fee of \$5,000 a month, and would not explain what the services were for. At this point, she was not even licensed to practice in the court and had been removed from the case. I was filing pro-se at this point. I declined to agree to this payment, and I started asking questions of Czyz at this point as to what the charges were for, and for what services she would be providing, at which she threatened me twice with a lawsuit (email proof and highlighted).

I allege that Czyz is bullying me money that I do not believe that I owe to her.

Cyz also continually changed fee agreements, she texted me and cancelled my contingency agreement at her liking, and then now is trying to hold me accountable for such fee agreements.

Please help me to obtain copies of text messages. My phone deleted them after a period of time. The phone company would have a record of them - Verizon. Please help me to obtain so that I can prove all that I allege.

Cyz did not perform and I attest malpractice possibility and unethical behavior from Czyz. Czyz has also threatened twice (in writing) to sue me if I reach out to the Florida Bar Association for assistance. I need assistance, please.

My documentation exceeds the 25 page limit, because Czyz's invoices to me alone are in excess of the 25 page limit. I have emails with evidence that I would like to submit, with your permission, that will support my claims. However, I could not enclose them with this initial complaint due to the page number limitations.

Please advise when we can meet or what my next step is. My case is currently NOT in litigation; it has ended. It ended in February of 2017 at the Middle District Federal Court in Ft. Myers, Florida. Please help.

Thank you,

Erin Neitzel

Erin Neitzel

40 Imperial Woods Drive

Morgantown, WV 26508

Phone: 740-827-7067

neitzel@ndv10@yahoo.com

Complainant: Erin Neitzelt

Part Three:

Timeline of Allegations

March 2016 - I sought an attorney in Florida to assist me with a dilemma that I had with an employer. I left a position because I was being treated poorly and not allowed to advance.

March 2016 - I sought the services of Attorney Catherine Czyz. I phoned Czyz to ask if she knew of any attorneys in Florida who might be able to advise me if I had a case. I phoned Czyz because I knew her. I grew up in the same town as she did in Ohio, and she was now a resident of Florida, where I knew she was an attorney. I trusted her advice because I went to grade school and high school with her, and felt her to be an acquaintance who would give me advice or direct me to the right attorney who could.

March 2016 - I summarized the events with Attorney Czyz. She said I had a case, and she set up a consultation for me at a future date.

End of March or April 2016 - I paid \$500 to Czyz for a phone consultation. I explained details of my situation. I was advised I had a discrimination case. Czyz said over the phone she had the expertise to handle the case and gave examples of cases in which she won. She said the case was worth money, and she was happy to help me. I hired her.

April 2016 - I signed a payment contract with Czyz. I began paying her for her hourly services to prepare my case.

April 2016 - November 2016 - I continued to pay Czyz for her hourly services to prepare my case. During this time, many emails and text messages were exchanged between Czyz and myself. Also, phone calls were made (scheduled in advance). In the phone calls, Czyz described to me the strength of my case. Over this time, the payment contract had been changed several times, and we both signed it. I always paid Czyz in full for her monthly services. Czyz sent me monthly invoices, itemized, for which I paid her. I believed was preparing my case.

About October 2016 - My case was sent to me by Czyz so that I could proof read it. It contained mistakes. It was poorly written and redundant. It contained a claim that I never stated. I called Czyz on the phone that afternoon and made notes of the edits. She asked me to text or email edits to her. I told her on the phone to remove the Irish Italian part, and I never claimed that. Czyz told me it needed to stay in the claim and explained that the national origin part is blonde hair or physical attribute related. I told her that never said to anyone that I was discriminated against for being Irish or Italian. It also contained wrong dates, wrong years, and needed editing. I told her of these mistakes and she fixed them. She then charged me to edit her own mistakes.

About October 2016 - My case was filed by Czyz with the county court. I went online to read it. I was surprised to see it still contained information that I did not claim. I called Czyz and questioned this. She claimed to have then amended it, but the amended version still contained information that I did not claim. The case said that I was discriminated against because I was of Irish / Italian descent. I never said this to Czyz, and even called her to tell her this isn't true, and to remove it. She did not remove it and filed it, an amended version of it.

Early November 2016 - I asked Czyz if I can be on a contingency fee arrangement from this time forward, since I have already paid her nearly \$60,000 up front to prepare my case. Czyz prepared a new payment arrangement, and sent it to me -- but she waited intentionally to send it nearly a month later at the end of November -- and sent it the same day I left for vacation and did not have internet printer access - so therefore, I could not sign it until delayed time. Although we agreed to the new payment arrangement over the phone in early November, Czyz then billed me many thousands of dollars for the month of November. I was not sure what she was doing in November, as my case was prepared in October, and it was filed with the court in November. I also saw that she billed me thousands for scanning and copying, of 206 pages. I did not have 206 pages for her to scan or copy. (I later asked her for a receipt, but she failed to provide me with one.) This started to look very odd to me. I read what was filed with the court, I pulled it up on the federal court website, and I was shocked to see it was only a 35 page document, and very redundant, and contained errors and edits, for \$60,000. I was also shocked it still contained Irish / Italian.

On or about November 2016 - My case was filed by Czyz with the court.

On or about December 2016 - My case was transferred to a federal court by the defendant.

January 2017 - Czyz filed "emergency" documents on my behalf with the court, threatening sanctions for judge and the defendant's side. It was not an emergency, and sanctions were unreasonable, and Czyz was found to be acting inappropriately by the Judge. Czyz was demanding my case be moved back to county court. It was over ruled.

January 2017 - Czyz disclosed to me that she could not longer afford to continue to "carry the case" on the current fee arrangement of a contingency agreement (which we had signed). She said she was going to try to find me another counsel.

January 2017 - Czyz filed a document with the federal court on my behalf. Czyz disclosed to me she was not licensed to practice in the federal court. She said she could obtain licensure, but that she was waiting for a document to sign and the document did not yet arrive to her. Czyz asked me to try to find new counsel, because she was leaving the case. I advised her on several occasions not to do anything else with the case. Czyz even said she would help me to find new counsel, but no new counsel which Czyz claimed to speak with had ever agreed to take my case.

January 2017 - I sought new counsel to cover for me in federal court. Several counselors looked at my case and advised me that they could not take the case, as it lacked legal merit, and was very poorly prepared, and was "a mess." In the course of my seeking new counsel, I advised potential counselors that I had paid nearly \$60,000 to date for this. They were shocked and said this was in the infancy stages, this was grossly excessive, Czyz did a poor job, and the case lacked legal merit, and it should have ended with a consultation fee and ethically, an attorney should never have taken this case, and charged so much, and then bailed on me in federal court. Czyz filed a discrimination case, isn't licensed in federal court, and then bailed on me, after she got paid by me upfront for an excessive amount of money for doing very little legitimate work on this case, and the case lacks legal merit, is what all prospective counsel told me. None would take the case. I did not ask any to do so on a contingency fee basis. As a matter of fact, I did not discuss fees with the attorneys who did contact me and took the time to read the case as filed with the court. ALL declined it for the same above reasons.

January 2017 - Counselors (from above) reached out to me asking me if I would be interested in malpractice claims against Czyz. I did not.

January/February 2017 - I hired counsel to provide me with an exit strategy for my federal case. It lacked legal merit and I was advised by counselors to dismiss it as a best exit strategy course of action. I hired one who exited the case for me. I paid him \$1,850. Case dismissed.

March 2017 - I emailed Czyz a letter, telling her of the above course of events, and asked if she would be willing to sit down with me, as I have questions about fees and would like some clarification or explanation, receipts. She declined to mediate. Email attached.

March 2017 - I am seeking the assistance of the Florida Bar Association to help me to mediate the excessive fees charged in this case and potential ethics violations. I am considering hiring one of the above counselors mentioned to assist me in communicating effectively with Czyz and the Florida Bar Association. I have not yet hired anyone.

** March 2017 - I have all emails and text messages to back up all of my claims. However, these documents exceed the 25 page limit. They are available upon request. Regarding text messages, I will need assistance in obtaining the text messages, as my phone memory only allows me to go back to January 2017. I need assistance in obtaining these from the Verizon telephone company. None were ever deleted.

Part Three

Summary of Facts/Allegations:

In April 2016 I sought a consultation with the attorney to describe my situation and ask if I had a case. I was advised by this attorney that I had a good case and was encouraged by the attorney positively and to move forward with the case and with the attorney. I paid the attorney nearly \$60,000 over a six month period from monthly invoices sent to me. Invoices were for services

that I had already done myself and given to attorney, such as supplying information and evidence, to the attorney. Phone calls with attorney were excessive in duration with attorney giving redundant information. Attorney charged me for excessive and unnecessary clerical work for copying and scanning documents that I had already given the attorney. Attorney charged me for doing investigation work for information that I already had investigated and given her evidence. Investigation work was not needed at all. Attorney would bill me, bill me to bill me, and then email and text me regarding bills that were not yet due, and charge me for those contacts. Attorney would not allow me to discuss case or finances of case with anyone at all. I thought these fees were legitimate, because I didn't know better. Attorney was also billing me to make phone calls to Attorneys for Attorneys, or Attorneys Helping Attorneys, a free legal advice service for attorneys with other attorneys, and then bill me for these phone calls as well.

My case documentation was ill-prepared by the attorney when it was filed with the court in November of 2016. Only the complaint was filed with the court by November 2016, at a cost of nearly \$60,000. The complaint was excessive and redundant. The complaint contained information that I did not tell the attorney, and I had called the attorney and asked her to remove such misinformation. The attorney filed an amended complaint with the court and it still contained the misinformation. The attorney had me sign several different payment arrangements, all to which I adhered.

The complaint was filed as a discrimination case. It was immediately moved to federal court. My attorney then filed inappropriate documents on my behalf with the federal court, and she was not licensed to serve in the federal court. She then bailed on my case, and disregarded the contingency fee arrangement contract that I signed with her, after she collected nearly \$60,000 in payments from me, and she left me without any counsel in federal court. She spent six months preparing a discrimination case, yet she should have known that filing a discrimination case would end up in a federal court, to which she was not licensed. I had to obtain and pay for my own counsel at this point to carry me through the ending of the case in federal court. I had my case dismissed, because all counsel that I sought to hire (and pay) would not take the case. All counsel I sought to represent me said no, because the case had no legal merit and should not have been accepted by the original attorney in the first place. They said I had no grounds for any lawsuit, and my case was legally without merit. None ethically would accept it, other than to assist me in federal court with an exit strategy. They also told me that they were shocked when I divulged I had paid nearly \$60,000 upfront to this attorney for "services" she claimed to provide to me. All said that this case was in an infancy stage, should have ended with a consultation fee because there is no legally meritorious case, and that the paperwork that said attorney filed was very unprofessionally prepared. Several attorneys reached out to me to offer me their services should I wish to file a malpractice claim. I did not.

I have contacted the prior attorney and asked her to go over the charges for which I paid, to go over her invoices with me. I asked her to please show me receipts for the hours and thousands of dollars she charged me for scanning and copying. I don't know what possibly she could have been scanning or why. She declined mediation, stating twice (via text, and via email) that she

would not be issuing me any refunds. She also stated to me in email that since my case was not successful, that is why I wanted my money back. She also made the assumption that I was trying to get attorneys to take it for free, and that is why it was dismissed. That isn't true at all. She made the assumption that I did not want to pay any more for it, and so that is why I dismissed it. I asked her (via text) why she would have taken this case in the first place, being that I was told it was without merit. She replied via text, "I like a challenge."

This attorney intentionally accepted my payments, unethically, in a grandiose amount of money, knowing that I did not have a case, knowing that she was not licensed to practice in the court in which this case was settled, and leaving me without counsel intentionally in federal court when I have paid for her services and have a contract to prove so.

This attorney, additionally, would have financial difficulties, and would need my monthly payments to her immediately upon the due date, even going so far as calling me at 10:00 p.m. and after at night, calling me with a banker on a conference call with me after 10:00 p.m. at night, would not allow me to mail her a check for payment because it took too long in the mail for her to receive it. I had to drive in my car, oftentimes to far out of the way places, and even when I was on vacation, to find branches of her bank, to do a direct deposit of my payments to her into her bank account. She would also call me, and charge me for the calls and time on the phone with me, if HER bank would put a hold on any of my checks due to the high amounts of the deposits I was making into her accounts. She would write her own bills off of these checks, and if they were not yet credited to her account, she would charge me for the time she spent remedying her own financial messes with her bank. I paid timely, paid in full, and I can not help it if her bank puts a hold on my checks. Banks normally do put holds on checks to verify funds for large amounts of money. This is routine for banks. She would charge me every time this happened to her.

I asked this attorney at the very beginning of November 2016 if she would put me on a contingency fee plan with me for the remainder of the case. She agreed, and sent me one to sign. I returned it to her via her email. However, she did not prepare it and send it to me until the END of November 2016, and then said that she would be charging me her hourly rate for the month of November, another excessive amount of money in excess of \$10,000. This was done on purpose by her in an attempt to continue to milk funds from me upfront.

I signed it at the end of November when I received it and I returned it. Then, by early January, she advised she would be withdrawing from the case, because she could not remain on a contingency contract with me (which I signed with her, that she prepared). She then told me she wanted a "flat fee" of \$5,000 a month to remain on my case. I told her I can not afford that. She then said, 'What can you afford? \$2,500?' Text messages verify this. She was seeking money dollar amounts from me when she was not doing any work for the case. The case was already filed, and she wasn't even licensed in the court to practice law there. When I declined to pay her any more, she said she would be sending me a final bill, and that she would sue me if I contacted the bar association or sought any type of malpractice against her. I have this in an email.

I have copies of all cancelled checks that I have paid her. I have copies of all invoices she has sent to me. She has not released my retainer that was pre-paid to her, and front-loaded every month by me. She does not have any of these funds to return to me. She does not have funds in any trust or escrow account to return to me, as when I asked for them, she declined to release them to me. Being that she was calling me at 10:00 p.m. and asking me for money, when I was paid in full with her, and asking me for payment before bills were even due, or a day or so after they were due, she seemed to be very needy for cash from me during this entire case.

I have a witness. Although she told me never to talk with anyone about the case, during the 10:00 p.m. phone call, she was on speaker phone in my car as I was returning from vacation, driving. I had a witness in the car with me who was traveling with me. Additionally, she had me stop at a bank on the way to my vacation, her bank, to deposit funds. I had to alter my road trip, with my carload of passengers, in order to find a bank in which pay her. My bill was not even due until the 30th of the month, and this was prior to the 30th. All passengers would be witnesses to her neediness for fast cash from me.

Her website says that she is a firm, and a picture of her shows her with two male men in suits behind her. The website uses the pronoun "we" referring to their firm. It also says they specialize in corporate law. However, after paying her many, many thousands of dollars, she advised me she had no previous experiences in cases like mine. Why would she take it then? She told me this was her first one of this type. Also, her firm is listed in Florida with a Florida address, but all of my correspondence to her was sent to an address in New Jersey. I do not know if she even has a law office or any partners. I do not even know if she has any other cases in which to draw an income. I think I might have been her only one. And I think that is why she accepted my case and gave me unethical information at the onset, stating I had such a good and strong case. Later, she told me this case is challenging, a risk, and wasn't sure about it. I understand that. I understand that cases win, and some cases lose. But, I was given misleading information by her at the onset about the foundation of my case the entire time. As time progressed, when I would question what she thought of it continuing, she would encourage me to continue it, and continue to bill me.

All that was accomplished in this case was information, as evidence, that I PROVIDED to her. I obtained all of my own files. I obtained all of my own copies of emails from the defendant in the case to use as my evidence. I gave the attorney the information from other witnesses who could uphold my case. I provided my attorney with hundreds of pages of evidence, including my job evaluations, copies of emails to support my claims, witness statements, letters as evidence. I asked her to please obtain school discipline records (pertinent to my case) as the school would not release these to me being they were confidential. I even obtained the public phone records from the school (defendant) myself. The attorney was also asked by me to obtain a copy of my employment contract. The attorney did not obtain these very few items that I asked her to obtain, yet continued to "study and take notes" on all of the paperwork that I sent her -- when I had already summarized it for her -- simply. I sent her the documents as evidence, should we ever

need it in court to prove our point. I never asked her to "investigate it, study it, or take notes on it." I already had that information. I sent her my job evaluations. They are quite simple and explanatory. I am a school teacher. She spent hours "studying them and taking notes" - that isn't necessary! At all. She was purposely wasting time and continuing to milk me for money. In the end, after all of her "investigating" that I never hired her to do, she did not learn one thing new that I did not already know and tell her up front. I spent nearly \$60,000 to her for no new information, a poorly filed case, an attorney who wasn't licensed to serve in the federal court, an attorney who misrepresented me by filing an allegation that I never said (she said I said I was discriminated against because I was of Irish/Italian descent) -I never said that - and I don't claim that. She said she needed to make the case gender or national origin based, so she threw that in there, and asked me to testify to it, should I be asked. She created a false case for me, when in reality, although my situation was unfortunate for me, my case lacked legal merit and should never have been accepted by an attorney in the first place. She acted unethically.

Also, she claimed that my case was only worth \$100,000, since it was against a public entity. Then, she claimed it was worth \$100,000 for claim, or for count. There were 13 counts. So, she said it was worth \$1.3 million. Then, she said she investigated, and she found out it was \$300,000 per claim, or for count. So that's even more. She did this to continue to dangle the carrot in front of me, and stated how good my case was. In reality, none of this is true. She also charged me for her time to "investigate" how much my case was really worth. She gave me conflicting amounts the entire time. Last time she texted or emailed, it was back down to \$100,000 total, for all of it. She doesn't even know. And she didn't even have the expertise for which I was paying her to know this or to accurately find out, before I continued to pay her for her services. Had I known up front that I was seeking a case that IF MERITORIOUS, would only be worth \$100,000 -- I would not have pursued it. I claim I was deeply misled for which I have paid dearly. She has walked away with nearly \$60,000 cash from me, and has done nothing for me other than to fool me intentionally via conflicting emails and take advantage of my lack of knowledge about my claims, case, her services, and what is and is without legal merit. I claim she acted unethically.

I am seeking mediation to review the charges, fees, and invoices that she sent to me. I am asking for assistance in a refund of all, or part, of these fees. I am also asking that someone please look into what was filed by her - my dismissed case - and please determine to me if what she filed on my behalf was worth nearly \$60,000. I am also asking if someone please determine if she unethically accepted my case.

I have copies of all email correspondence between this attorney and myself. I will send them upon request. They exceed the twenty-five page limit. I also have copies of all text messages exchanged between this attorney and myself. However, my phone memory will not hold them all and text messages prior to the past month or so are no longer able to be viewed by me. I would ask for assistance in obtaining these text messages from my phone company, Verizon. I would like for all text messages, all emails, and all correspondence to be visible during mediation, so that I can prove all that I have stated above.

Complainant: Erin Neitzelt

Part 4

Witnesses

1. Joyce Nardo

Address: Bella Vista Lane, Belmont, OH 43718

Phone: 740 359-2044 (cell) and 740 782-1123 (home)

Joyce Nardo was a passenger in a car with me on several occasions when Czyz was on the telephone with me over my bluetooth car speaker. Nardo has witnessed Czyz asking for money, in the form of cash, and has witnessed banking telephone calls at odd hours of the night with Czyz on the car speakerphone. Nardo was also with me when I deposited money into the Czyz bank account while on vacation.

2. Scott A. Neitzelt

Address: 40 Imperial Woods Drive
Morgantown, WV 26508

phone: (740) 526-1041

email: sneitzelt@coatsource.com

Plaintiff's counsel, Catherine E. Czyz, is not licensed to practice in the Middle District of Florida; hence, on January 11, 2017, she filed Emergency Motion for Appearance of Counsel, Motion to Transfer the Case, and Motion for Sanctions ("Initial Emergency Motion").¹ Attorney Czyz informed the Court that she is in the process of applying for admission into the Middle District of Florida. *Id.* at 1. In denying motion, the Court noted that "[a]lthough there are circumstances in which an attorney may be permitted to practice before the court without admission under Local Rule 2.02, this motion fails to indicate what special circumstances apply in this situation." Doc. 14 at 2. The court also held that Defendants' removal was proper. *Id.* at 3-4.

On February 9, 2017, the Court directed the parties to file a case management report or show cause in writing why they are unable to do so. In responding to the Order to show cause, Defendants contend that they have attempted on several occasions to confer with attorney Czyz to prepare a case management report, to no avail. Doc. 19 at 1-2. Defendants attached e-mail correspondence with attorney Czyz where she asserted her objections to filing a case management report due to the pending motion to stay. Docs. 19-1; 19-2. On February 9, 2017, attorney represented to Defendants that she no longer represents Plaintiff. Doc. 19 at 2. On February 10, 2017, attorney Czyz e-mailed to Defendants' counsel a document signed by Plaintiff stating that Plaintiff does "not feel comfortable speaking directly to the Defendants' counsel to prepare management report." Doc. 19-2 at 3. Attorney Czyz requested Defendants' counsel to "forward [the document] to Magistrate Judge Carol M. before 5:00pm today as we do not have an email for her."¹ *Id.* at 1.

Due to Plaintiff's pro se filing (Doc. 16), attorney Czyz's representation to Defendants' counsel that she no longer represents Plaintiff (Doc. 19) and the document signed by Plaintiff (Doc. 19-2), the Court deems Plaintiff to be proceeding pro se at this time. As noted, Plaintiff herself, through attorney Czyz, filed the present motion to stay. Doc. 16 at 1. Although the Court warned in its order denying the Initial Emergency Motion the term "emergency" in the title of a motion should only be used when there is a true and legitimate emergency, the present motion is titled an "emergency," which the Court finds that it is not. In an abundance of caution, however, because Plaintiff is now proceeding pro se, the Court will not strike this pleading.²

"The power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket, economy of time and effort for itself, for counsel, and for litigants." *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). This is best accomplished by the "exercise of judgment, which must weigh competing interests and maintain an even balance." *Id.* at 255. Based on the totality of circumstances of this case and the lack of objection from Defendants, the Court will grant a brief stay of this case to allow Plaintiff to retain counsel who is admitted to practice in the Middle District of Florida. Plaintiff shall have up to and including March 15, 2017 to retain counsel who is admitted to practice in the Middle District of Florida. By this date, Plaintiff's counsel shall file a Notice of Appearance and respond to Defendants' motion to dismiss (Doc. 4). In the alternative, if Plaintiff chooses to proceed pro se, she shall file a response to the motion to dismiss (Doc. 4) no later than March 15, 2017. Failure to comply with this Order may result in sanctions, including dismissal of this matter.

Due to this brief stay, the Court finds good cause to extend the parties' deadline to file a case management report. The parties shall have up to and including March 30, 2017 to file a case management report. The Preliminary Pretrial Conference currently scheduled for February 15, 2017 is cancelled, and will be rescheduled upon separate notice.

ACCORDINGLY, it is hereby

ORDERED:

1. Plaintiff's, Erin Neitzelt's Emergency Motion to Stay Case (Doc. 16) is GRANTED in part. This matter is stayed for thirty (30) days.
2. Plaintiff shall have up to and including March 15, 2017 to retain counsel who is admitted to practice in the Middle District of Florida. By that date, Plaintiff's counsel shall file a Notice of Appearance and respond to Defendants' motion to dismiss (Doc. 4). In the alternative, if Plaintiff chooses to proceed pro se, she shall be bound by the same deadline for filing a response to the motion to dismiss (Doc. 4).
3. The parties shall have up to and including March 30, 2017 to file a case management report.
4. The Preliminary Pretrial Conference currently scheduled for February 15, 2017 is hereby cancelled.
5. The Court will take no further action on its Order to show cause (Doc. 17).
6. The Clerk is directed to mail this Order to Plaintiff at P.O. Box 243 Bloomingdale, NJ 07403.

DONE and ORDERED.

FootNotes

1. The Court will advise that attorney Czyz' behavior is unacceptable. District Judge Sheri Polster Chappell, in denying the Initial Emergency Motion, specifically warned that letter communications to the Court are inappropriate. Doc. 14. The same applies here. Not only did attorney Czyz intend to e-mail the response to the order to show cause to the undersigned, but she requested opposing counsel to do so. Nothing in the Local Rules of the Middle District of Florida or the Federal Rules of Procedure permit this behavior.
2. The Court warned that "[t]he unwarranted designation of a motion as an emergency motion may result in the imposition of sanctions." Doc. 14 at 5.

Comment

Phillips Point
777 S. Flagler Drive
Suite 800, West Tower
W. Palm Beach, FL 33401

The Czyz Law Firm, P.A.

Catherine E. Czyz, Esq.

Mailing Address:
P.O.Box: 243
Bloomingdale, NJ 07403
Telephone: (561) 628-1044
e-mail: catherineczyz@icloud.com

Some examples, Many more will be provided at your request.

Invoice No.: 101423

April 30, 2016

Erin Neitzelt
40 Imperial Woods Drive
Morgantown, WV 26508

SENT VIA CERTIFIED MAIL AND E-MAIL TO NEITZELINOV10@YAHOO.COM

BILL FOR QUANTUM MERUIT SERVICES FROM NOVEMBER 28, 2016 UNTIL FEBRUARY 13, 2017 PER THE CONTINGENCY FEE AGREEMENT

RE: ERIN NEITZELT V RACHEL GOULD AND LEE COUNTY SCHOOLS

Billable Rate: \$500.00/Hr

? I Never agreed to this rate. I was on a contingency arrangement at this time. ^{contingen fee}

November 28, 2016 – Call to Florida Bar and transferred to Lawyers helping lawyers division about request for class action attorney on Title VII cases.....0.5...\$ 250.00 (+\$ 87.50)

November 28, 2016 – Call to South Florida Legal Services about service of process charges , etc.....0.3...\$ 150.00 (+\$ 52.50)

November 28, 2016 – Draft Amended Complaint.....0.6...\$300.00 (+\$105.00)

November 28, 2016 – Draft Summons on Amended Complaint for Gould.....0.3...\$150.00 (+\$ 52.50)

November 28, 2016 – Draft Summons on Amended Complaint for Lee County School

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e-mail: cadterineczyz@icloud.com

Catherine E. Czyz, Esq.

District.....0.3....\$150.00
(+\$ 52.50)

November 29, 2016 – Receipt/review of call/message from FL bar about e-mailing the names of requested attorney information.....0.3....\$150.00
(+\$ 52.50)

November 29, 2016 – File the Amended Complaint on the e-portal system.....0.4...\$200.00
(+\$ 70.00)

November 29, 2016 – Receipt/review of e-mail from Lee County Courthouse regarding the filing of Amended Complaint.....0.1....\$ 50.00
(+\$ 17.50)

November 29, 2016 – email to SFLS about correspondence.....0.1....\$50.00
(+\$ 17.50)

November 29, 2016 – Receipt/ review of attorney information (Benjamin H. Hill, Esq.) as class action referral.....0.3....\$150.00
(+\$ 52.50)

November 29, 2016 – re-review of file and take notes for Mr. Hill.....2.0....\$1,000
(+\$350.00)

November 29, 2016 – Call to SFLS about serving the Complaint.....0.3....\$150.00
(+\$ 52.50)

November 29, 2016 – draft e-mail to South Florida Legal Services with Amended Complaint and Summons on Amended Complaint.....0.1....\$50.00
(+\$ 17.50)

November 29, 2016 – Talk with Mr. Hill about the requirements to make a “class” for a class action, very stringent rules which he successfully combated in defense, and the facts of Erin’s case and the other Latfian

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woman and the BMW woman and the "good ol' boy" club and decision to contact the attorney for the black person class action to coordinate a possible class action based upon sex discrimination.....1.0.....\$500.00
(+\$175.00)

?

November 30, 2016 – e-mail from SFLS about receipt of Amended Complaint and summons for service of process.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 – Filed both Summons on Amended Complaint for service issuance with Lee County on e-portal system.....0.5.....\$250.00
(+\$ 87.50)

November 30, 2016 – receipt/review of e-mail from Lee County Courthouse about Summons on Amended being filed.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 - Six (6) e-mails back and forth with SFLS about credit card payment and service of Amended Complaint with turn-around time for the summons and process.....0.6.....\$300.00
(+\$105.00)

November 30, 2016 – Various texts back and forth from Erin acknowledging that November will be the last hourly bill and acceptance of Contingency Fee agreement from her and request that original must be received in the mail later and therapist.....0.3.....\$150.00
(+\$ 52.50)

★

November 30, 2016 – Review E-mail from Erin about prep work on case, etc.....0.1.....\$50.00
(+\$ 17.50)

November 30, 2016 – receipt/review of Contingency Fee agreement attached to e-mail from Erin.....0.1.....\$50.00
(+\$ 17.50)

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November 30, 2016 – Compose e-mail to Erin about case.....
.....0.1.....\$50.00
(+\$ 17.50)

December 2, 2016 – receipt review of email from Court with issued summons on Lee County
Schools.....0.4...\$200.00

December 2, 2016 – receipt and review of issued summons on amended complaint on
Gould.....0.4....\$200.00

December 3, 2016 – review of Principal Evaluation from Dr. Vincent Schmidt.....0.5....\$250.00

December 5, 2016 – text about bill and telephone consultation.....0.1.....\$ 50.00
December 6, 2016 – call from process server saying that Gould was sick and possibly evading and that the
school asked for me to call back tomorrow and discussion of serving Gould at home...0.2...\$100.00

December 7, 2016 – receipt and review of email from process server giving December 7 service date and place
and time.....0.3....\$150.00

December 7, 2016 – receipt and review from process server of service date and time (December 7) of Lee
County Schools upon Keith Martin.....0.3....\$150.00

December 9, 2016 – telephone conference about case and her health and her treatment with various health
professionals.....0.5....\$250.00

December 9, 2016 – various texts about her hands and health because of the case.....0.4....\$200.00

December 10, 2016 – texts about going to the gym and her computer.....0.1....\$ 50.00

December 15, 2016 – draft Medical Authorization for Erin.....1.0...\$500.00

December 15, 2016 – email Medical Authorization to Erin.....0.1...\$ 50.00

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December 15, 2017 – text to Erin about emailed medical authorization.....0.1...\$50.00

December 16, 2017 – various texts about the case.....0.3...\$150.00

December 20, 2016 – receipt and review of email from Court regarding
filings.....0.1...\$ 50.00

December 20, 2016 – review of notice of removal pleadings.....1.0...\$500.00

December 21, 2016 – call to federal court and left message that I am not getting any pleadings from Court on
removed case to federal court.....0.2...\$100.00

December 21, 2017 – various texts about the case.....0.3...\$150.00

December 22, 2016 – call again to Court leaving message about issues and request for
call.....0.2...\$100.00

December 22, 2016 – download application for Middle District and
review.....0.3...\$150.00

December 23, 2016 – third call to clerk and leave message with issues and note no return
call.....0.2...\$100.00

December 23, 2016 – finding and forwarding three messages from opposing counsel’s
office.....0.5...\$250.00

December 23, 2016 – draft letter to Judge Chappel in Federal Court about case being sent to her and no service
upon us and sanctions request.....0.5...\$250.00

December 23, 2016- Review/read email from Erin on research she did on the transferring of cases to Federal
Court.....0.3...\$150.00

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—

December 27, 2017 – various texts back and forth about the case.....0.5....\$250.00

December 28, 2016 – receipt via email of Motion to Dismiss, Notice of pendency and CIP.....0.1.....\$50.00

December 29, 2016 - emailed response about Valesky and also updated on case with Motion to Dismiss, and not being admitted to Middle District etc.....0.3....\$150.00

December 29, 2016 – email from Erin saying thank you.....0.1.....\$50.00

December 29, 2016 – email to Denise Ludsford asking for the e-mail of the attorney of record.....0.1...\$ 50.00

December 30, 2016 – email from opposing counsel’s secretary stating that he is out of the office on vacation.....0.1....\$50.00

December 30, 2016 – call to opposing counsel’s office stating that he needs to call me because he’s filing pleadings and I’m not licensed in the Middle District.....0.2....\$100.00

December 30, 2016 – e-mail from Kyle Dudek another attorney working with attorney Akin attempting to address the problem.....0.1....\$50.00

December 30, 2016- email back to Kyle stating that I will speak to the Court next week.....0.1...\$ 50.00

December 30, 2017 – various texts about other attorney giving us extensions of time.....0.2...\$100.00

January 2, 2017 – various texts back and forth about Maggie and Bonny.....0.2...\$100.00

January 3, 2017 – talk with Bernadette (Bonny Gallo) with notes, she was blonde, drove a convertible mustang and was married to a doctor.....0.5.....\$ 250.00

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Catherine E. Czyz, Esq.

Copies @ \$1.00/copy.....	\$328.00
US Mail and certified mail.....	\$ 5.31

Amount Due.....\$ 25,745.81

DUE UPON RECEIPT.

THERE ARE NO PAST DUE ACCOUNTS. UNPAID BILLS ARE FILED AS A LAWSUIT

Subject: Re: Case Outcome and Issues
From: Catherine Czyz (catherineczyk@icloud.com)
To: neitzeltnov10@yahoo.com;
Date: Saturday, March 11, 2017 1:19 PM

Good morning Erin,

So, you did not hire a male attorney, who was on vacation, to take over the case for you. You lied to me. Apparently, the opposing counsel also lied to me in writing because he said that an attorney filed a notice of appearance for you.

No, I haven't received a Dismissal notice from the court yet. Did you discuss the legal significance of filing a dismissal on your case with any attorney?

I am sorry that you decided to give up on your case, but you have the right to do that. What you don't have the right to do is to ask me for the attorney fees and costs back for the work that I did on your case.

Your case is not without merit or frivolous. It is/ was a risky case and we went over all the pros and cons multiple times, as you know. I told you from day one that it would be very expensive for me to work on your case, and you said, "That's okay." I also told you that it would be hourly and that the only cases I take on contingency fee are negligence cases. I told you my normal fee is \$500 an hour and that I reduce it for you. I started at a reduced price and then I reduced it for you again to \$175 an hour plus a contingency fee because I didn't want to have to charge you over \$100k in fees considering the caps. We did go over that under FL statute that the first contract year that you are an employee at will and that you can be fired for good, bad or no cause whatsoever, but that you couldn't be fired or forced to resign because of discrimination. We went over your case in detail. You said that Ms. Gould sneered at you and discriminated against you because of the way that you looked because you are a good looking blonde white woman who dressed nicely and drove a Mercedes and lived in Boca Raton and that she discriminated against you because of the type of woman you are. You even sent me pictures of Ms. Gould and you and said that she's big fat and ugly and that's why she discriminated against you. I also went over with you that all Title VII cases are risky because if the employer shows a non-discriminatory reason for termination, in your case, that you were an incompetent teacher. You said that a Secretary hunted you down outside and had you sign an employment contract and that she went off with it and didn't give you a copy. You also said that you asked for a copy yourself from the school and if they still refuse to give you the copy so I told you that I would need to see the contract to see if you had any recourse whatsoever under contract theory and also that I would need any of the Memoranda or handbooks that you had to see if we can make a contract action. I told you that we have to get it in discovery and then see what you do with a breach of contract action at that point.

I went over with you that your case was extra risky because of it being reverse discrimination but that I see it as just discrimination. We discussed the cases on lesbians being fired for the type of woman they are. I also went over with you that you had to tell me that you believed in your heart that you were discriminated against and wrong by this woman Ms. Gould, because I had to believe it now so you would be cross examined on this by an attorney and that I wouldn't even file the complaint with the EEOC if you didn't have courage of conviction. You told me that you did, and then went on the next day to tell me that you discussed it with Scott and that he said to go forward with the case because if you didn't that she would do it to somebody else and to "Get that bitch." I agree to go forward with your case and I told you that I get paid regardless of the outcome. You knew all the risks. You knew all the costs. We went over my fees and the costs of litigation, expert fees, court reporters, transcripts multiple times. You knew all the costs and risks but wanted to go forward. I told you I didn't usually sue municipalities because of the caps. You knew you might not recover all your

damages. I even discussed with you about having the caps being declared unconstitutional and/ or seeing if it could be a class action to get the ability to recover made greater. We discussed going to the news to see if notice of the case might get a settlement and discussed the downside of them moving venue in the case if we did that. You still wanted to. I have all the notes, bills, texts, and emails that show all of these discussions. You were informed more than once of all the risks and costs.

Some people regardless of the risks and costs want to go forward with a case, as you did. Not only did I go forward with you on this risky case but I also did it at a reduced rate, more than once, something I did for you because you were a high school friend. I haven't changed representation contracts for anyone else, ever.

I had a client in the past who paid me a non refundable \$6k retainer to get a case dismissed on an action filed against him for the collection of a \$4k deposit on a purchase and sale agreement of a house. I got the case dismissed a few weeks later and the client was happy. Again, there are people who proceed on cases on principle knowing they'll spend more on fees than what they would lose by doing nothing.

Now, what I believe has happened here is that you decided to give up on your case because you don't want to spend more money in fees and either lose or do a settlement or get a verdict that is less than what you can collect or spent. I think you decided that back in December but instead of being honest with me and saying that you instead said that you wanted a contingency fee agreement knowing that I couldn't do that as we discussed and that I'd have to refer or cocounsel it with someone who had more people and resources and who would probably put paralegals on the case. I told you that getting that attorney I was thinking of was iffy.

I also had a telephone call with you where I told you you needed to stop talking to Maggy about the case because she's employed by the defendant and it's unethical for you to communicate and that I would withdraw if you continued. You said it was only because of wanting me to speak with Bernadette aka Bonny Gallo and a man who was discriminated against allegedly. Also during this conversation I became curt with you because we had discussed previously that your case is based upon you being a type of woman and that any man discriminated against would show no gender discrimination at all because he is a man. We went over this in detail in the beginning how that one man could hurt you not help you because he is a MAN. Your response was I don't want him tagging on my case anyway. Having to go over that with you again made me lose faith and I told you if you didn't understand that you were claiming that you were discriminated against because of the type of woman you are that I would withdraw. You texted Maggy in response to stop. Again, I have all the notes, texts and emails about all this.

Now again, as to your case being without merit or frivolous and bringing a malpractice action against me for that, as you know, there was another attorney who agreed to be local counsel for \$500. That's the attorney representing the black people against the school, and the other attorney who showed interest in cocounseling on contingency fee. You would have to show that I was wrong and that this two attorneys were also wrong for wanting to be part of a frivolous case. Also, there's the attorney who filed the title VII case for the tall blonde woman claiming it is her ethnicity as to the reason she was let go from Lee county schools. She doesn't even have all the pros of your case and that case was filed before yours. Are you going to hire an attorney that says that case is frivolous too? I doubt it. Please know that if you bring a malpractice action I'll counterclaim with defamation and fraud and 57.105 because it would be frivolous and under that statute I could recover fees and costs from any attorney and his/ her law firm as well as you.

Now as to the reasonableness of my charges, I usually charge \$500 per hour and I could in fact charge more than that with 20 years of experience. I had a Judge in 1999 award me \$275 per hour and that was only 2 1/2 years out of school. Again, I discounted you more than once because of you being a high school friend and so you could have your day in court.

Now that I know the case is over, I'll send you the final bill at the end of the month. Again, if you had come to me and been honest and said, "you know what? I got part of what I wanted, the head of the university program had to retire, his career was ruined, and I upset Ms. Gould and ruined her career by suing her, I'm fine with that. You told me several times over that the case is costly and risky and I just don't have the desire to keep going with all the risk and costs involved. I'd like to dismiss the case and can we work on your final bill?" If you had said that then I probably would have worked on the last bill with you, but instead, you decided to browbeat and almost blackmail me with a Florida Bar complaint and a malpractice action. So, no I won't reimburse you anything. You're not entitled to reimbursement. I also won't work with you on the last bill. I thought you were my friend. You may have buyers remorse now but that's not my issue. You can't tell a contractor to build you a home in Malibu on the cliffs and stop half way and say "I'm sure that house will fall into the ocean if we continue, and by the way, I want all my contractor fees back. Here's another analogy: You can't be told by a brain surgeon that you have a risky brain surgery tumor removal and that you may die and have him put you under anesthesia and cut open your skull but then say, "stop. I'm sure I'm going to die so don't even try to remove that tumor, and by the way, I know you were charging me less than normal but I want all my surgery fees back. It doesn't work that way.

Also, the Florida bar has no jurisdiction over the bills, palm beach county court does by way of contract.

I am surprised, saddened, offended, and disgusted that you would suggest malpractice or a bar complaint against me. I thought you were my friend. If I had a crystal ball when you came to me and knew it would end this way, I would have told you find another attorney to "get that bitch" for you.

Sent from my iPhone

On Mar 10, 2017, at 5:54 PM, Erin Neitzelt <neitzelnov10@yahoo.com> wrote:

Cathy,

I want to tell you that the school district case was dismissed. I requested it be dismissed, because it had no legal merit. You will receive (or have received) notice of this in the mail while you were in Florida last week.

I want to tell you that other attorneys whom I sought to represent me in federal court have studied the case to take it for me, and all declined it. All studied the document that was filed with the court. At no point did I tell any of these attorneys contingency fee. I asked them simply if I could hire them for their services to represent me in federal court. They looked over my case and followed up with me regarding it. All advised an exit strategy.

All declined it, because the case was without legal merit. It should not have been accepted in the first place as a case, for several reasons that would all have been apparent in the consultation call with you. Basically, although it was agreed upon that I was treated unfairly and poorly by my employer, my claims were considered legally frivolous (terminology, not judgmental) and did not constitute enough merit for a legal case. All told me this immediately in my consultation or after looking over the case documents that were filed. All also told me in the state of Florida, that during the first year of employ, an employer can dismiss without cause. That is the right to work. But, most importantly, all told me that since I was on a probationary contract for one year, I could be dismissed, and it was an open ended contract, with both sides agreeing on the terms of the probation, for up to one year. They could get rid

of me for any reason, or no reason at all, within the first year. All told me this immediately upfront in the consultation conferences.

I did not have a case. Period. As an attorney in the state of Florida, I am assuming you would have known this, told me this upfront, and charged me you consultation fee, and then I'd have been on my merry way. Disappointing, to learn this so immediately for free from all other attorneys, when I paid you \$58,000 for legal expertise, and you did not know this basic component of my case even after nearly one year later after I contacted you about it and have been paying you hefty for your professional services.

What concerns me, and also concerned all of them, is that an attorney took this case in the first place, which I was told by all who considered my case, that the attorney used very poor judgement or was acting unethically to take on this case from the beginning. When I told them that I had paid over \$58,000 to my attorney for this case to date, I was informed this was HIGHLY out of line - HIGHLY excessive - and that even if I did have a case with merit, at this infancy stage in the case, my out of pocket would have been about \$2,500 to \$4,000 - not anywhere near \$58,000. I want to be honest and tell you, that some did immediately offer me their services asking to represent me in a legal malpractice suit, and since then, some have emailed and called me, asking me to allow them to represent me in this matter - not the school case - but the issue with the excessive funds you charged when my case was without legal merit. It seems interesting to me that they are seeking me out at this point and asking me if they can take this financial matter as a case. I have not consented at this point with any of them, as I want to give you a chance to remedy this together with me.

I had my invoices looked at. There are many fees on them that you charged to me that were not allowed or were not my expenses, but instead, are your expenses and not transferable ethically to me. Also, the amount of hours, amount of scanning, phone calls to various entities to obtain paperwork that I provided to you, and your claim of preparation of legal paperwork, and investigation time, that you claimed to work on my case are in question at this point due to the infancy of the case and the excessive amount of fees charged, and paid, by me to your law firm.

I have been in contact with the Florida Bar Association, for information, and before I file a formal written complaint asking for mediation regarding the handling of this case - I am asking you for an attempt to mediate this between us. If we can not come to an agreement, I will be filing a written complaint with the Florida Bar Association and hiring counsel to represent me as well, which is unnecessary, but I believe prudent.

However, prior to this route, and hopefully to avoid it, I am asking for you and I to go over these invoices and for you to refund redundant or unnecessary charges, of which I have a list to bring to your attention, and for you to provide verification of such expenditures, receipts, and rationale that fits ethical allowances. Please let me know if you are willing to do this together with me.

I am also bcc'ing Scott on this, as it was with his and my joint checking account that you were paid for your legal services, so he as well has an equal financial interest in this matter.

Let me know, please, if we can discuss this together in an attempt to remedy it.

I do not want to go over the page limit.
I will later submit at your request:

- ① All emails
- ② All texts (need to get from Verizon)
- ③ All cancelled checks proving I paid.
- ④ Copy of the actual complaint filed with the court.
- ⑤ Any other document you request of me as evidence to support my allegations.

Thank you,
Erin Neitzelt

MPS
Scott Neitzel
40 Imperial Woods Dr
Morgantown, WV 26508-8128

EXHIBIT "D"

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

CATHERINE ELIZABETH CZYZ,

Respondent.

Supreme Court Case No. SC-

The Florida Bar File No. 2017-00,628(2A)

COMPLAINT

The Florida Bar, complainant, files this Complaint against Catherine Elizabeth Czyz, respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is, and at all times mentioned in the complaint was, a member of The Florida Bar, admitted on April 18, 1997 and is subject to the jurisdiction of the Supreme Court of Florida.
2. At the time The Florida Bar opened its investigation, Respondent's record Bar address was in Bloomingdale, New Jersey with an alternate mailing address in St. Clairesville, Ohio. At some point during the proceedings, Respondent updated her address to West Palm Beach, Florida. The underlying civil case which is the subject of this matter was filed by respondent in Florida.
3. The Second Judicial Circuit Grievance Committee A found probable cause to file this complaint pursuant to Rule 3-7.4, of the Rules Regulating The

Florida Bar, and this complaint has been approved by the presiding member of that committee.

4. Erin Neitzelt (“Neitzelt”) hired respondent on or about March 28, 2016 to represent her in an employment discrimination action against Lee County School District.

5. Respondent assured Neitzelt that she was experienced in employment discrimination cases, including Title VII.

6. Neitzelt paid respondent a \$6,000 retainer fee and a \$1,500 cost advance.

7. Respondent agreed to bill Neitzelt at \$375 per hour instead of \$500 per hour, which she claimed was her usual fee.

8. Based on respondent’s representation that Neitzelt’s case had merit, Neitzelt continued to pay for respondent’s services.

9. The fact that Respondent billed Neitzelt for over 34 hours of research belies her claim of expertise in this area of law.

10. As part of her research, on May 6, 2016, respondent charged Neitzelt 2 hours (\$700) to research F.S. 1012.355, K-20 Education Code, Contracts with instructional personnel hired on or after July 1, 2011, a 2-page statute. Statute 1012.335(1)(c) clearly states, “Probationary contract means an employment contract for a period of 1 school year awarded to instructional personnel upon

initial employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract.”

11. At this point, respondent knew Neitzelt was an at-will employee, a fact that would greatly limit the scope of Neitzelt’s claim. However, Respondent neglected to inform her client of this circumstance.

12. On or about May 20, 2016, respondent drafted a Charge of Discrimination Letter on behalf of Neitzelt, which Neitzelt filed with the federal Equal Employment Opportunity Commission (“EEOC”). Neitzelt’s contact information was listed c/o respondent at respondent’s address.

13. The allegation in the EEOC filing was sex/gender discrimination, based on “the type of woman that I am.” Later in the letter, Neitzelt described her type as “a good-looking, blonde, white woman with a stellar education...and a certain amount of wealth from hard work.”

14. Respondent failed to include a charge of national origin discrimination in that Charge of Discrimination, waiving that charge, barring it from being raised in any future complaint based on that EEOC filing.

15. On July 1, 2016, Neitzelt and respondent amended their fee agreement. Respondent’s reduced her hourly rate to \$175.00, but she would also be entitled to an additional contingency fee of at least 25% from any recovery.

Respondent also required a \$3,000 monthly retainer for attorney fees and \$750 for costs.

16. On September 28, 2016, the EEOC issued a Right to Sue Notice to Neitzelt.

17. During October 2016, respondent billed Neitzelt for approximately 60 hours to draft the Complaint. At her hourly rate of \$175, that equaled \$10,500.00 in fees billed in the course of one month just to draft the complaint.

18. The total billed for the month of October was \$14,700.

19. On November 23, 2016, respondent filed a complaint on behalf of Neitzelt in the Circuit Court of Lee County against the school district and the supervisor. The complaint alleged sex discrimination, national origin discrimination (the claim waived by its omission from the EEOC filing), and retaliation under both federal and state law.

20. By the end of November, respondent had charged Neitzelt more than \$43,435.00 in fees.

21. On or about November 28, 2016, respondent agreed to change the fee agreement to a full contingency agreement with a minimum percentage fee of 33.3 percent. However, the new agreement did not give Neitzelt credit for fees already billed and paid.

22. On December 20, 2016, the school district removed the action to federal court, due to the Title VII claim.

23. Respondent was not admitted to the United States District Court for Middle District of Florida where the case was removed and never sought to become admitted during the representation. Respondent responded to the removal by informing the school district attorneys that the removal was improper because respondent was not admitted to the Middle District of Florida.

24. On December 28, 2016, the school district filed a motion to dismiss with the Middle District of Florida.

25. On January 9, 2017, respondent billed Neitzelt 3.0 hours to review the motion to dismiss, and on January 10, 2017, billed an additional 6.0 hours to “research and download and review case law from Motion to Dismiss.” It is important to note that this motion was filed in a court where respondent was not admitted to practice.

26. On January 11, 2017, Neitzelt filed a pro se emergency Motion for Appearance of Counsel, Motion to Transfer the Case, and Motion for Sanctions, requesting that respondent be allowed to appear while awaiting admission to the Middle District, requesting that the case be transferred back to circuit court and requesting that the District Court sanction the defendants by striking their

pleadings and awarding plaintiff attorney's fees under 57.105. This motion was drafted by respondent.

27. Respondent billed Neitzelt 3 hours, at \$500 per hour, to research case law in preparation for drafting the emergency motion, despite their amended agreement.

28. On January 18, 2017, the court denied the motion in its entirety, stating:

“[Czyz’s] request for sanctions is without basis. Defendants do not have to wait for opposing counsel to complete her application to practice in the Middle District of Florida prior to filing for removal or continue litigating their case. Defendants’ removal and subsequent motions are properly filed; therefore, sanctions are not appropriate.”

29. On February 2, 2017, Neitzelt filed a pro se Motion to Stay, again drafted by respondent, requesting an additional 60 days for respondent to be admitted to the District Court or, in the alternative, for Neitzelt to obtain new counsel.

30. On February 9, 2017, respondent represented to [the school district] that she no longer represented Neitzelt. Based on this representation, the court deemed Neitzelt to be proceeding pro se.

31. On February 9, 2017, Neitzelt emailed respondent and asked for, at least, a partial refund of fees she had previously paid. Respondent refused.

32. On February 13, 2017, the court entered an order allowing Neitzelt up to and including March 15, 2017 to retain counsel who is admitted to practice in the Middle District of Florida.

33. On February 28, 2017, Jason Gunter entered a notice of appearance on behalf of Neitzelt. On that same date, the parties entered a Joint Stipulation for Dismissal with Prejudice, with each party to bear their own respective costs and attorneys' fees.

34. On March 8, 2017, Judgment was entered dismissing the case with prejudice.

35. On April 30, 2017, respondent sent Neitzelt an invoice for "quantum meruit services from November 28, 2016 through February 13, 2017 per the contingency fee agreement" in the amount of \$25,745.81. Respondent billed Neitzelt at a rate of \$500 per hour.

36. On the April 2017 invoice alone, 18.7 hours were charged for sending or receiving texts and emails totaling \$9,350.

37. Most, if not all of the work billed on the April invoice, occurred after the case was removed to federal court where respondent was not licensed to practice. This included 27 entries after respondent stated she was no longer representing Neitzel.

38. For example, on February 12, 2017, three days after respondent told opposing counsel that she no longer represented Neitzelt, she billed one hour (\$500) for “re-review of file for complaint and amended complaint and the exhibit of Dr. Valesky's letter and the scans of the originals.”

39. Between April 2016 and November 2016, respondent billed Neitzelt approximately \$43,435 in fees and \$2,442.00 in costs. Costs included over \$1,800 in copying and scanning costs, as well as charges for file folders, legal pads, and the purchase of a hole punch.

40. Although respondent acknowledged the advance fees and costs paid, she did not apply them to the April 2016 invoice and listed an Amount Due on the invoice of the total fees and costs of \$4,169.55.

41. Beginning with the May 2016 invoice, respondent listed both fees and costs as “past due” and charged Neitzelt interest.

42. Respondent failed to deposit the \$1,500 cost advance into a trust account, but instead deposited it into her operating account, in violation of Rule 5-1.1(a)(1).

43. The Florida Bar Auditor contacted The Florida Bar Foundation and discovered that respondent did not have a trust account in 2015, 2016, or 2017.

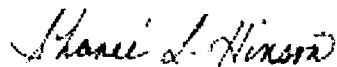
44. Respondent, however, certified in her 2015-2016, 2016-2017 and 2017-2018 Annual Membership Fee Statements that she was in compliance with the trust account and property safekeeping rules.

45. Those statements are in violation of Rule 4-8.4(c), conduct involving dishonesty, fraud, deceit, or misrepresentation.

46. In addition, respondent was unable to provide any trust accounting records whatsoever, in direct violation of Rules 5-1.2(b) Minimum Trust Accounting Records and 5-1.2(d) Minimum Trust Accounting Procedures.

47. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 3-4.3 Misconduct and Minor Misconduct; 4-1.1 Competence; 4-1.2 Objective and Scope of Representation; 4-1.3 Diligence; 4-1.5 Fees and Costs for Legal Services: (a) Illegal, Prohibited, or Clearly Excessive Fees and Costs; 4-3.1 Meritorious Claims and Contentions; 4-3.4 Fairness to Opposing Party and Counsel; 4-3.5 Impartiality and Decorum of the Tribunal; 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; 4-8.4(d) A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice; 5-1.1(a)(1) Nature of Money or Property Entrusted to Attorney, Trust Account Required: Commingling Prohibited; 5-1.2(b) Trust Account Records; and 5-1.2(d) Minimum Trust Accounting Procedures.

WHEREFORE, The Florida Bar prays respondent will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.



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CERTIFICATE OF SERVICE

I certify that this document has been e-filed with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via email to David Rothman, Respondent's Counsel, at dbr@rothmanlawyers.com; and that a copy has been furnished by United States Mail via certified mail No. 70013 2630 0000 1612 3427, return receipt requested to Respondent's Counsel, whose record bar address is 200 S. Biscayne Blvd., Ste. 2770, Miami, FL 33131-5300 and via email to Shaneé L. Hinson, Bar Counsel, shinson@floridabar.org, on this 12th day of September, 2019.



PATRICIA ANN TORO SAVITZ
Staff Counsel

**NOTICE OF TRIAL COUNSEL AND DESIGNATION OF PRIMARY
EMAIL ADDRESS**

PLEASE TAKE NOTICE that the trial counsel in this matter is Shaneé L. Hinson, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, Tallahassee Branch Office, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, (850) 561-5845 and shinson@floridabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Staff Counsel, The Florida Bar, Tallahassee Branch Office, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, psavitz@floridabar.org.

MANDATORY ANSWER NOTICE

RULE 3-7.6(h)(2), RULES OF DISCIPLINE, EFFECTIVE MAY 20, 2004,
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.

EXHIBIT "E"



Aunt Sissy



Sep 7, 2010 ·

It's Erin! Geesh, won't anyone add me?? LOL

Like

Comment



Aunt Sissy



Sep 7, 2010 ·

Hey! This is a picture of Beethoven. :) Who else, other than me, would put a picture of Beethoven on their profile? lol :)

Like

Comment



Aunt Sissy updated her profile picture.



Sep 7, 2010 ·



Aunt Sissy? Is this Erin? I recognize the logo...
but see no reference of anyone I know for the
profile.

7 Comments

Like

Comment



Aunt Sissy updated her profile picture. ***
Sep 7, 2010



Aunt Sissy? Is this Erin? I recognize the logo...
but see no reference of anyone I know for the
profile.

7 Comments

Like

Comment



Aunt Sissy updated her profile picture. ...

Sep 7, 2010





Pam Ney ▸ Aunt Sissy



Jun 20, 2012 ·

happy birthday!



Michelle Lukacsko Chini ▸ Aunt Sissy



Apr 10, 2011 ·

aunt Sissy ... what happened to your other profile???? I better see you back on here!



6 friends posted on Aunt's timeline



Tricia Totterdale Kyer ▸ Aunt Sissy

Sep 9, 2010 ·

Hi Aunt Sissy!!!! So happy to see you on FB!!!! ; -)



Scott Williams ▸ Aunt Sissy

Sep 8, 2010 ·

