

IN THE SUPREME COURT OF FLORIDA

Supreme Court Case No.: SC19-1545

CATHERINE ELIZABETH CZYZ,

Respondent/Appellant,

vs.

THE FLORIDA BAR ASSOCIATION,

Complainant/Appellee.

**APPENDIX (PART VII) TO RESPONDENT'S/APPELLANT'S
AMENDED MOTION TO VACATE FINAL JUDGMENT
OF JANUARY 6, 2022**

Catherine E. Czyz

PRO SE

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561-502-1542- direct

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APPENDIX (PART VII)

1. EXHIBIT "O", EXCERPTS OF ERIN BETH NEITZELT'S DEPOSITION.
2. EXHIBIT "P", EXCERPTS OF ERIN BETH NEITZELT'S TESTIMONY AT THE FINAL HEARING.
3. COMPOSITE EXHIBIT "P", COMPLAINT, AMENDED COMPLAINT AND ORDER OF DEFAULT JUDGMENT IN *ERIN BETH NEITZELT V. CZYZ ET. AL/CYZ ET. AL V. ERIN BETH NEITZELT*.
4. EXHIBIT "V", E-MAIL SENT BY TFB TO LEGAL PUBLISHERS.

RESPECTFULLY SUBMITTED,

/s/ Catherine E. Czyz

Catherine E. Czyz

Pro Se

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I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-courts on January 30, 2023 to:

Shanee L. Hinson, Esq. and

Tiffany Roddenberry, Esq. and

Kevin Cox, Esq. and/or the attorneys listed as counsel of record at this time.

By: ___/s/ *Catherine E. Czyz*_____

Catherine E. Czyz

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1 Q. Right. But you don't recall asking me
2 specifically trying to find out what happened to the
3 dognappers?

4 A. I don't remember my specific question. I
5 remember having a conversation with you.

6 Q. Do you remember saying anything about
7 Scott Neitzelt and about people working under him at
8 the mining shaft in regard to that conversation?

9 A. No, I do not.

10 Q. Okay.

11 MS. CZYZ: Let's mark this as an exhibit.

12 (Thereupon, marked as Defense Exhibit 32.)

13 BY MS. CZYZ:

14 Q. I just handed you what we marked as
15 Exhibit No. 32.

16 Do you know who Andrew Miles is?

17 A. I do, yes.

18 Q. Okay. Who is he?

19 A. He graduated from our high school in Class
20 of 1986, a year ahead of us.

21 Q. Do you know his political affiliation?

22 A. I do not.

23 Q. Do you know any reason why he would be
24 commenting to me on Facebook and putting a statement
25 about trying to inject your own personal vendettas,

1 which is something that I put in an email I filed in
2 this case?

3 A. I have no idea why. I don't have any
4 communication with Andrew Miles.

5 Q. Do you know if Andrew Miles or anybody
6 from Saint Clairsville High School are following
7 this case to see what's going on with you and me in
8 this case and these cases?

9 A. No, I don't.

10 Q. Do you think this case has damaged my
11 reputation at all and business?

12 A. I don't know. I'd be guessing.

13 Q. Do you think that there would have to be
14 like a compilation of damages, some way to figure
15 that out, if I make damages or make claims about my
16 damages for all this litigation about my business?

17 A. I don't know. I don't know. I can't
18 answer that. I don't have knowledge about an event
19 that didn't occur.

20 Q. Well, I'm talking about damages. Okay?
21 I've practiced for over 20 years now. So
22 do you think that it's something that you do that
23 you look at all the 20 years of work that I've had
24 in assessing damages?

25 A. I don't know how to answer your question.

1 I don't have an answer for that. I don't have any
2 knowledge of that.

3 Q. Do you know of any other businesses I've
4 owned, besides my law firm?

5 A. I believe from a Google search, you might
6 have owned or had an affiliation with a title
7 company.

8 Q. That's true. So when did you do that
9 Google search?

10 A. Probably after your representation with me
11 was over.

12 Q. And why were you doing that Google search?

13 A. To try to find out background information
14 about you.

15 Q. Why?

16 A. Because you took a lot of money from me
17 and were not honest with me. You represented me
18 poorly, did a bad job, and I was going to sue you.

19 Q. So what did my other businesses have to do
20 with the representation of you with my law firm?

21 A. I don't know that they did. Just
22 background information on you.

23 Q. Did you get background information on my
24 husband?

25 A. Yes, I did.

1 Q. Why did you do that?

2 A. To see why you might have been motivated
3 to do such a poor job and take so much money from me
4 so quickly.

5 Q. Do you think my husband has something to
6 do with your case?

7 A. Well, I did find information on Google
8 that could have financially led to why you were so
9 anxious for money.

10 I don't know what he would have to do with
11 that or not. I can't answer that about your
12 husband.

13 Q. You answered one of the answers to
14 interrogatories that you had personal knowledge that
15 I was at my mother's in Ohio, correct?

16 A. Yes.

17 Q. How did you have personal knowledge about
18 where I was?

19 A. Your car was in the driveway and you live
20 by my mother.

21 Q. Where does your mother live?

22 A. Right on Rand Avenue right near your
23 mother. From Rand Avenue to your mother's house,
24 what? Five houses, six houses away. I don't know.

25 Q. Do you have to pass my mother's house to

1 get there?

2 A. I was traveling on Crescent Road, and I
3 passed your mother's house, heading north on
4 Crescent Road.

5 Q. How many times did you do that?

6 A. Once.

7 Q. So you saw my car there one time?

8 A. Yes.

9 Q. And you assumed that I was there living
10 with my mother?

11 A. I didn't know what I assumed. I just saw
12 your car in the driveway.

13 Q. But you answered in the interrogatories
14 saying I was living there?

15 A. Well, you used a P.O Box in St.
16 Clairsville, and you stated to the bar that your
17 address was in St. Clairsville.

18 Q. For a mailing address for a period of
19 time?

20 A. I don't know what your purpose was.

21 Q. So we didn't talk while I was there,
22 right?

23 A. No.

24 Q. Okay.

25 MS. CZYZ: I'm going to mark this as an

1 exhibit.

2 (Thereupon, marked as Defense Exhibit 33.)

3 BY MS. CZYZ:

4 Q. Okay. We marked that as Exhibit 33. Does
5 that look like the corporation I owned?

6 MR. ATWOOD: You're asking if that's a
7 document? You're asking her to -- I'm not sure
8 what you're asking her.

9 Are you asking her whether or not that is
10 a document from the Secretary of State's
11 website, or what are you asking her?

12 MS. CZYZ: I don't even know if that's an
13 objection.

14 MR. ATWOOD: I don't, either. I'm just
15 trying to get it clarified.

16 You just said, does that look like the
17 corporation I owned? It's a document. It's a
18 piece of paper.

19 BY MS. CZYZ:

20 Q. Can you tell me what that document is?

21 A. Well, it looks from the fine print to be
22 originated from the website from the Florida
23 Department of State, Division of Corporations.

24 MR. ATWOOD: She's asking if you recognize
25 that document.

1 THE WITNESS: I recognize it being a
2 document that states you own a corporation.

3 BY MS. CZYZ:

4 Q. What's the name of the title company?

5 A. Royal Atlantic Title, LLC.

6 Q. Okay. And who is the owner of that?

7 A. The Czyz Law Firm, P.A.

8 Q. That says "Registered Agent." Where it
9 says "Managing Member," who's the managing member?

10 A. Catherine Czyz.

11 Q. That's the owner.

12 MS. CZYZ: I'm going to mark this as --
13 what are we up to?

14 THE WITNESS: 34.

15 MS. CZYZ: 34.

16 (Thereupon, marked as Defense Exhibit 34.)

17 MR. ATWOOD: Okay.

18 BY MS. CZYZ:

19 Q. What does that look like to you?

20 MR. ATWOOD: Are you asking her to
21 identify the document?

22 MS. CZYZ: No. I said, what does that
23 look like to you?

24 THE WITNESS: I've never seen the document
25 before, but it looks like a statement from a

1 bank, maybe.

2 BY MS. CZYZ:

3 Q. Right. And who's the company on there?

4 A. Royal Atlantic Title, LLC.

5 Q. And how much was the deposit for that
6 month?

7 A. \$21,625,922.92.

8 Q. So if I was making about a quarter of a
9 billion in revenue a year with my title company, do
10 you think that this would be part of the damages
11 that I would have for my name being drawn through
12 the mud in these cases?

13 A. I can only guess. It's hypothetical. I
14 don't know.

15 MS. CZYZ: I don't have anything more for
16 this case right now.

17 MR. ATWOOD: Let me take a break, and
18 we'll come back. Let's take 15 minutes.

19 THE VIDEOGRAPHER: The time is now
20 3:54 p.m. We're going off the record.

21 (Off the record.)

22 THE VIDEOGRAPHER: The time is now
23 4:17 p.m. We're back on record.

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CROSS-EXAMINATION

BY MR. ATWOOD:

Q. Okay, Miss Neitzelt. I just have a few questions to clarify your testimony.

I'm going to show you Exhibit 17, which is the Amended Complaint that was filed in this case here.

And did you review that before it was filed?

A. Yes.

Q. Okay. And was it true and accurate, to the best of your knowledge?

A. Yes, to the best of my knowledge.

Q. And the factual allegations made in there, were they bases for your allegations -- or for your counts in the lawsuit, your legal claims?

MS. CZYZ: Objection to form.

BY MR. ATWOOD:

Q. Were the factual allegations true and accurate, to the best of your knowledge?

A. Yes. They're true and accurate, to the best of my knowledge.

Q. Okay. And were those -- were those factual allegations a bases that you made for the -- for the counts, the various counts, in the lawsuit?

1 MS. CZYZ: Objection to form.

2 THE WITNESS: Yes.

3 BY MR. ATWOOD:

4 Q. There was a reference to a bill that was
5 sent after you terminated your representation -- I
6 won't get into it -- your representation with Miss
7 Czyz terminated that was sent by Ms. Czyz.

8 Do you feel you should have to pay that
9 bill?

10 A. No, I do not.

11 Q. And was that a -- the fact that you did
12 not want -- you did not feel that it was appropriate
13 for you to pay that bill, did you understand that to
14 be the bill that was in dispute for the disgorgement
15 of fees claim?

16 A. Yes.

17 MS. CZYZ: Objection to form.

18 MR. ATWOOD: Okay. Go off the record for
19 just a second. I may be done.

20 THE VIDEOGRAPHER: The time is now
21 4:21 p.m. We're going off the record.

22 (Off the record.)

23 THE VIDEOGRAPHER: The time is now
24 4:23 p.m. We're back on the record.

25 MR. ATWOOD: I have no further questions.

1 MS. CZYZ: No redirect.

2 MR. ATWOOD: We'll reserve the right to
3 read.

4 THE VIDEOGRAPHER: The time is now
5 4:23 p.m. This concludes the videotaped
6 deposition.

7 We are off the record.

8 (The taking of the videotaped deposition was
9 concluded at 5:31 p.m.)

10 (The reading and signing of the videotaped
11 deposition was not waived.)

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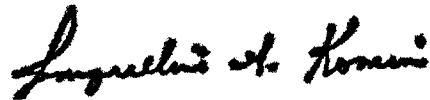
25

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF LEE)

I, Jacqueline A. Komin, Registered Professional Reporter, Florida Professional Reporter and Notary Public, State of Florida, certify that ERIN BETH NEITZELT, personally appeared before me on the 20th day of January, 2020, and was duly sworn.

Signed this 15th day of June, 2020.



Jacqueline A. Komin, BS, RPR, FPR

My Commission # GG 082799

Expires: April 2, 2021

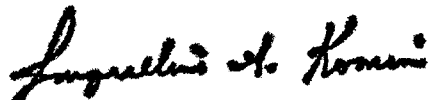
CERTIFICATE OF REPORTER

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I, Jacqueline A. Komin, Registered Professional Reporter, Florida Professional Reporter, certify that I was authorized to and did stenographically report the Videotaped Deposition of ERIN BETH NEITZELT, and that the transcript, pages 1-220, is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 15th day of June, 2020.



Jacqueline A. Komin
Registered Professional Reporter
Florida Professional Reporter

1 ERIN BETH NEITZELT

2 c/o scott.atwood@henlaw.com

3 JUNE 22, 2020

4 RE: January 20, 2020, Erin Beth Neitzelt

5 (#3843341)

6 The above-referenced transcript is available
7 for review.

8 Within the applicable timeframe, the witness
9 should read the testimony to verify its accuracy.
10 If there are any changes, the witness should note
11 those with the reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgement of
13 Deponent and Errata and return to the deposing
14 attorney. Copies should be sent to all counsel, and
15 to Veritext at litsup-fla@veritext.com.

16
17 Return completed Errata within 30 days from
18 receipt of testimony.

19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.

21 Yours,

22 Veritext Legal Solutions
23
24
25

1 Erin Beth Neitzelt vs. Catherine Czyz, et al.

2 Erin Beth Neitzelt (#3843341)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Erin Beth Neitzelt, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed
7 necessary as noted above to be appended hereto, and
8 that the same is a true, correct and complete
9 transcript of the testimony given by me.

10

11

_____ Date
Erin Beth Neitzelt

12

13 *If Notary is required:

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____ 2020.

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NOTARY PUBLIC

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1 they were experienced in employment law,
2 discrimination?

3 A I don't recall if I asked that question or if
4 they said that.

5 Q Didn't you care?

6 A I don't recall.

7 Q But I'm asking you if you cared? Do you care
8 if they had experience in discrimination, sex
9 discrimination?

10 A I didn't believe that I had a discrimination
11 case. No, I didn't ask that. I just said can you look
12 at my case, can you help me? I'm in Federal Court, I
13 don't have an attorney. Can you help me? I didn't go
14 through the ins and outs of my case with them. I let
15 them review it on their own, and then they got back
16 with me.

17 Q All right. Let's go down to the next line.
18 And I want to call your attention to this underlined
19 area here. It says, "None of the information was
20 relevant to my case as it was filed as a national
21 origin case."

22 That's a lie, right?

23 A No, it's not a lie, Ms. Czyz. You filed it
24 as an Irish/Italian discrimination case.

25 Q All right. But you've testified here and in

1 court that you didn't want a national origin claim put
2 in there, right?

3 A I disagreed with what you wrote on the claim.
4 I did not ever state that.

5 Q Okay. But we talked about national origin
6 after you had given me a case that you gave to me
7 yourself on your own, right, for the black people
8 versus the school?

9 A I told you there were other cases against Lee
10 school, and I mentioned a few of them that I knew about
11 just from following of the news. I mentioned that one.
12 I don't know how that case relates to my case,
13 Ms. Czyz.

14 Q Did you hear that question?

15 A No, I did not. I apologize.

16 Q I said, why did you send that case to me?

17 A Because you asked if you could see it. You
18 said, would you like to be part of a class action
19 lawsuit, perhaps. Let me look at that. I sent it to
20 you. I sent you everything you asked me to send you.

21 Q No. You sent that to me out of the blue,
22 didn't you?

23 A No, I didn't.

24 Q All right. I've got some exhibits that --

25 THE REFEREE: I'm going to disappear off the

1 camera while I grab the stack of exhibits that
2 were forwarded this morning.

3 Is that what you would like me to look at?

4 MS. CZYZ: Yes, Your Honor. But the thing
5 is, is that I scanned them. And because I don't
6 have this ability to put them up, I'm at a loss.
7 I need to move all of those into evidence, the
8 emails.

9 THE REFEREE: Ms. Hinson, what are your
10 thoughts about Ms. Czyz's request to move all of
11 exhibits into evidence at this point?

12 MS. HINSON: Your Honor, last night I
13 received about -- I'm going to say somewhere
14 between 14 and 16 emails from Ms. Czyz. I just
15 happened to be on my work computer preparing for
16 today and saw these emails start coming in after
17 five o'clock. So I don't believe these were
18 timely submitted.

19 But in addition to that, as I said, there
20 were 14 to 16 emails of just random documents
21 stuck together. So I would have an objection to
22 her submitting each packet as an exhibit. If her
23 intention is to pull certain documents out that
24 she would like to submit as an exhibit, then I
25 guess we could take them on a case-by-case basis.

1 But I do have an objection to just every single
2 document in her possession being admitted as an
3 exhibit.

4 THE REFEREE: Okay.

5 MS. CZYZ: Your Honor.

6 THE REFEREE: Yes.

7 MS. CZYZ: They're part of the bills. She
8 was billed for these, and it matches up with the
9 bills.

10 THE REFEREE: Okay. Well, since this is
11 cross exam and not direct exam, I don't know that
12 I am going to admit the entirety of your evidence
13 over an objection from the party that put on the
14 witness. But let me just skip ahead for a moment.

15 Ultimately at some point, whether it's now or
16 during your case in chief, Ms. Czyz, you're going
17 to be asking me to receive a series of documents.
18 I suspect at some point, you may want to show them
19 to a witness, which may be Ms. Neitzelt, it may be
20 somebody else.

21 Do you know if Ms. Neitzelt has a copy of
22 these documents? Were they served to her with her
23 subpoena?

24 MS. CZYZ: They were given to the Court and
25 Ms. Hinson for today as an exhibit, all right.

1 There was no direction to serve the exhibits upon
2 any witness. So the answer to that question is
3 no. I don't believe any of the exhibits that Ms.
4 Hinson presented today were served upon -- were
5 served with any of the -- on Ms. Neitzelt either
6 to be here today.

7 MS. HINSON: Your Honor, if I could say just
8 quickly, Ms. Czyz did not subpoena Ms. Neitzelt
9 for trial. She did not submit a witness and
10 exhibit list listing Ms. Neitzelt as a witness for
11 her case. She did not enter a witness and exhibit
12 list that says she will call any witnesses called
13 by the Florida Bar, so I would object to her doing
14 direct of this witness. She can only cross
15 examine Ms. Neitzelt. She has never listed her as
16 a witness, nor has she subpoenaed her as a
17 witness.

18 THE REFEREE: Well, in the absence of a rule
19 requiring a witness list, an order of the Court
20 requiring a witness list, or a discovery violation
21 pertaining to a request for a witness list, I
22 don't know how I could stop Ms. Czyz from
23 presenting evidence.

24 What are your thoughts about that,
25 Ms. Hinson?

1 MS. HINSON: Well, I mean, she did not call
2 her as a witness. She is cross examining the
3 Bar's witness.

4 THE REFEREE: Right. And that was the reason
5 that I wasn't permitting Ms. Czyz to introduce her
6 exhibits through this witness, because she's on
7 cross exam. It's not her case yet. And you
8 didn't introduce these documents.

9 MS. HINSON: I'm not sure -- Your Honor, I'm
10 not sure what documents Ms. Czyz is even referring
11 to. As I said, I received hundreds of pages of
12 documents from her last night. And just as we
13 were sitting on the computer today, I saw at least
14 one email come through from her. I haven't been
15 able to look at it yet, but I did see something
16 else come through today that I have no idea what
17 it is.

18 MS. CZYZ: Well, the only point that I
19 brought up, Your Honor, is that I don't have any
20 kind of button here that I was told I would have
21 to be able to bring up documents. So how can I
22 introduce any evidence, whether it's myself,
23 through a witness, or anybody? I'm at a loss
24 here.

25 THE REFEREE: Do you have electronic copies

1 of what you want to show Ms. Neitzelt on your
2 computer and you're having difficulty sharing
3 them? Is that the situation?

4 MS. CZYZ: Yes. There is no share button on
5 my screen here. It says, "Mute, Stop Video,
6 Participant, Share Screen."

7 THE REFEREE: There you go.

8 MS. CZYZ: Is this it, "Share Screen"?

9 THE REFEREE: Yes.

10 MS. CZYZ: Okay.

11 THE REFEREE: Whatever's on your screen we're
12 going to see, so make sure it's what you want
13 everybody to see before you hit "Share Screen."

14 MS. CZYZ: Okay.

15 THE REFEREE: Let me have Ms. Hinson close
16 out her screen before you try to share your screen
17 on yours. There you go.

18 MS. CZYZ: Okay. Share screen. Okay. Here
19 are the exhibits.

20 THE REFEREE: And Ms. Hinson's objection as
21 to the timeliness of the submission of the
22 documents is noted for the record.

23 I'm not going to prevent Ms. Czyz from asking
24 questions about the documents of the witness as
25 long as we can all see what they are. And then

1 I'll have to find them in the paper copies that I
2 have.

3 MS. CZYZ: Can anybody see this now?

4 THE REFEREE: It's a March 31st, 2016 at
5 2:01 p.m. communication, yes.

6 MS. CZYZ: Okay.

7 MS. HINSON: Your Honor, while she's looking
8 through there, if I could say just quickly I don't
9 have an objection to Ms. Czyz showing her
10 documents. I don't even have an objection at this
11 point to her entering documents.

12 My objection would be if she is going to
13 enter the exhibits as she has presented them,
14 because take, for instance, what I received last
15 night as Exhibit 1, it is a complete hodgepodge of
16 all types of documents, emails, letters, invoices,
17 so it's various documents that she has labeled
18 "Exhibit 1." If she's going to refer to specific
19 documents and enter those at this time, I don't
20 have an objection to that.

21 THE REFEREE: Well, I think we'll have to
22 deal with them visually, so Ms. Czyz will have to
23 identify the document on her share screen so that
24 we can all see it together. And then we'll talk
25 about whether it's going to be admitted at that

**COMPOSITE
EXHIBIT "P"**

Lee County Circuit Court
County of Lee
Ft. Myers, Florida
Complaint

Plaintiff

Case Number:

Erin Beth Neitzelt

Defendant

Catherine Elizabeth Czyz

I. Parties to the Complaint

Erin Beth Neitzelt, Plaintiff

40 Imperial Woods Drive

Morgantown, WV 26508

Phone 740-827-7067

Email: NeitzeltNov10@yahoo.com

Catherine Elizabeth Czyz, Defendant

Attorney, State of Florida, Florida Bar Association Number 105627

The Czyz Law Firm PA

P.O. Box 454

St. Clairsville, OH 43950

Phone 561-628-1044 Office; 561-502-1542 Cell

Physical Address: 777 S Flagler Dr Ste 800, West Palm Beach, FL 33401-6161

Email: Catherineczyz@icloud.com

II. Jurisdiction

Lee County, Florida was the residence of the Plaintiff at the time of the employment court case. Lee County, Florida is the court that handled the Plaintiff's original case of which Defendant provided said legal services from which this complaint arises.

III. Statement of Claim

Plaintiff paid \$500 to Defendant as a consultation fee in seeking guidance and possible legal representation from Defendant for an employment situation involving Plaintiff's employer in Lee County, Florida. Defendant encouraged Plaintiff to pursue the case, telling Plaintiff that it was of high litigious merit. As a result, Plaintiff paid a \$4,000 retainer to Defendant on April 2, 2016 to hire her and retain Defendant's services, and Plaintiff paid to Defendant a total overall of \$67,065.23 (inclusive of retainer and consultation fee) for electronic legal services over a period of time from April 2016 through December 2016 based upon the number of hours Defendant claims to have worked for Plaintiff to prepare for said court case. Defendant filed a case on the behalf of Plaintiff in the fall of 2016 with Lee County Court. The document that Defendant filed with the court contained a highly unethical allegation, untrue, and Plaintiff stated that unless it was edited and amended, Plaintiff would not testify to it. Defendant encouraged perjury and told Plaintiff that "you won't have a case without it." Plaintiff did not testify to it, and as a result, Plaintiff had the case dismissed. Plaintiff paid Defendant for poorly executed legal services at a highly inflated rate of compensation for a situation that lacked litigious merit from the beginning. Plaintiff alleges that Defendant took advantage of Plaintiff's solid financial means and lack of legal knowledge, and that Defendant exploited the Plaintiff's trust to continuously benefit the Defendant in an unethical manner with unethical legal practices, unethical handling of funds, unethical allegations against Plaintiff for retaliatory means, libel against Plaintiff, unprofessional behaviors, soliciting of cash from Plaintiff, harassing telephone calls at late hours of the night and while Plaintiff was on vacation demanding for payment of legal services in advance of due dates, ill-prepared documentation, not ethically representing Plaintiff in a court of law, encouraging perjury, and not providing the legal services for which Plaintiff in good faith paid.

After Plaintiff paid Defendant for her services as a lawyer, It was then revealed that Defendant was not admitted into the Florida Middle District Federal Court to practice law, and Defendant never sought to be admitted even after several months, although this was the court presiding over the Plaintiff's case.

Plaintiff has currently filed in 2017 a parallel ethics complaint with the Florida Bar Association against Defendant. Plaintiff is working cooperatively with a forensic data specialist with the Florida Bar Association at present as said investigation of Defendant is still in an open status as of the date of this complaint filing, March 26, 2018.

IV. Relief

Plaintiff seeks a restitution/refund of the \$67,065.23 that the Plaintiff paid to Defendant.

- V. Under Federal and or State Rule of Civil Procedure Rule 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of Signing: March 26, 2018

Signature of Plaintiff: Erin Beth Neitzelt

Printed Name of Plaintiff: Erin Beth Neitzelt

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE
COUNTY, FLORIDA CIVIL ACTION

ERIN BETH NEITZELT,

Plaintiff,

CASE NO. 18-CA-001244

v.

CATHERINE ELIZABETH CZYZ, and
CZYZ LAW FIRM, P.A., CZYZ LAW
FIRM, PLLC,

Defendants. /

AMENDED COMPLAINT

COMES NOW, the Plaintiff, ERIN BETH NEITZELT, by and through her undersigned counsel, and hereby files this her Amended Complaint, and as grounds thereto would state:

PARTIES

1. Erin Beth Neitzelt ("Plaintiff") is a former teacher in the Lee County, Florida School District. She owns a home in Lee County, Florida and resides part-time in Lee County, but is currently domiciled in West Virginia.
2. Catherine Elizabeth Czyz ("Defendant" or "Defendant Czyz") is an attorney duly licensed in the state of Florida. Upon information and belief, she resides in Florida, but may also reside in Ohio and/or New Jersey.
3. Czyz Law Firm, P.A. ("Defendant Czyz Law Firm") is a law firm formed as a Florida professional corporation, with its principal place of business in Florida. On September 23, 2016 it was administratively dissolved and remains inactive as of the date of this pleading.

4. Czyz Law Firm, PLLC is a Florida corporation that is sham successor law firm to Czyz Law Firm, P.A. and is wholly owned by Catherine Czyz. It was created on April 13, 2018, two weeks after the filing of the original Complaint. Its principal place of business is in Florida.

JURISDICTION

5. Jurisdiction is proper in this Court in that it is an action for damages in an amount in excess of \$15,000, exclusive of costs, attorney's fees, and interest.

VENUE

6. Venue is proper in this court in that the causes of action alleged herein accrued in this county.

FACTUAL ALLEGATIONS

7. In late March 2016, Plaintiff hired Defendant Catherine Czyz and her law firm Defendant Czyz Law Firm, P.A. (with Defendant Czyz Law Firm, PLLC being the successor law firm)(collectively "Defendants") to represent her regarding her disputes with the School District of Lee County, Florida ("School District") over her employment. Plaintiff believed that she was being treated unfairly by her immediate supervisor, and that she was being targeted for termination.
8. Defendant Czyz presented herself to Plaintiff as an attorney experienced in employment discrimination matters when Plaintiff hired her to represent her interests. Upon information and belief, Defendant Czyz had little to no experience in the area of employment discrimination law.
9. Defendants entered into an hourly fee agreement with Plaintiff, as opposed to a contingency fee agreement. Contingency fee agreements are the standard in employment discrimination cases. The initial hourly rate for Defendant Czyz was

\$350.00. Defendant Czyz told Plaintiff that her regular hourly rate for such cases was \$500, but that she was reducing her rate for Plaintiff because they knew each other from high school.

10. Defendant Czyz informed Plaintiff that Plaintiff's case had merit, and Plaintiff relied upon that representation in continuing to make payments to Defendants as Defendants billed her for work that Defendants stated was necessary to the case. To the contrary, the work was excessive and largely unnecessary for the case. Indeed, Defendants incurred substantial fees researching and basic information about employment law that any practitioner who regularly practiced in the field would know.
11. During some or all of the time that Defendants represented Plaintiff, Plaintiff may have been Defendants' only client. On at least one occasion, Defendant Czyz told Plaintiff that she needed payment for work performed immediately allegedly because Plaintiff was Defendants' only client.
12. On or about May 20, 2016, Defendants filed a Charge of Discrimination on behalf of Plaintiff with the federal Equal Employment Opportunity Commission ("EEOC"). The EEOC thereafter did not conduct any on-site investigations, interviews or other actions that involved Defendants' counsel.
13. Defendants' represented to the EEOC in the May 20, 2016 letter to the EEOC that the discrimination against Plaintiff was because she was "woman, and more specifically a good-looking, blonde, white woman." The Charge further alleged discrimination because Plaintiff was well-educated and affluent, which are irrelevant to a Title VII discrimination claim.
14. The EEOC Charge made no mention of national origin discrimination or of alleged discrimination based on being Black. Yet the Complaint ultimately filed in the case included a national origin claim (although the claim was waived because it was not part of the EEOC charge), and Defendants spent more than 10 hours researching class actions for Plaintiff as a Black plaintiff, despite stating to the EEOC that the discrimination was because she was a "white" woman.
15. Even though the EEOC was not active with the Charge, Defendants racked up enormous fees conducting unnecessary work and research. Even in instances where

the work performed could arguably have been considered relevant or necessary to the case, Defendants billed her excessive amounts of time to conduct such work.

16. By this time, Defendants' fees to Plaintiff were piling up. Although the case had not progressed beyond the administrative agency stage, and the EEOC was not actively investigating the matter, Defendants had billed more than \$17,000 in fees by the end of June 2016.
17. On July 1, 2016, Plaintiff and Defendants amended their fee agreement. Defendant Czyz's hourly rate became \$175.00, but she was then entitled to an additional contingency of at least 25% from any resolution of the case. Defendants also required a monthly \$3,000 retainer for attorney fees and \$750 for costs, from which fees would be deducted.
18. On September 23, 2016, Defendant Czyz Law Firm, P.A. was administratively dissolved by the State of Florida for failure to file its Annual Report. Defendants never informed Plaintiff of this fact, and continued to conduct business and bill Plaintiff for services even though it was administratively dissolved.
19. A corporation that is administratively dissolved by the State of Florida is prohibited from conducting any business except to wind up its affairs.
20. In or about October 2016, the EEOC issued a Right to Sue Notice to Plaintiff. This terminated the EEOC's investigation and involvement in the matter. The EEOC summarily dismissed the matter.
21. Even though it was administratively dissolved, on November 23, 2016, Defendant Czyz Law Firm, P.A, by and through Defendant Czyz, filed a Complaint on behalf of Plaintiff in the Circuit Court of Lee County against the School District and the supervisor. The Complaint brought causes of action against the defendants for sex discrimination, national origin discrimination (Irish/northern Italian), and retaliation under both federal and state law, and several state court counts.
22. In its October and November 2016 invoices, Defendants bills totaled more than \$25,000. This billing included more than 60 hours to "draft complaint." Defendants then billed Plaintiff 3.2 hours simply to e-file the initial lawsuit. In November, Plaintiff informed Defendants that her ability to continue to fund the matter against the School District was nearing its end.

23. On November 28, 2016, even though the law firm was administratively dissolved by the State of Florida, Defendant Czyz entered into a contingency agreement with Plaintiff on behalf of Defendant Czyz Law Firm.
24. On or about November 28, 2016, Defendants agreed to change the agreement to a contingency agreement with a minimum percentage fee of 33.3 percent. The agreement did not give Plaintiff any credit for fees for work already billed and paid for, but instead sought a full contingency fee in a case where the outrageous sum of more than \$47,000 had already been billed (and paid by the end of 2016).
25. On November 29, 2016, Defendants filed an Amended Complaint in state court on behalf of Plaintiff. The Amended Complaint did not add any causes of action. Defendants then effectuated service against the School District.
26. As of the end of November 2016, Defendants had billed Plaintiffs more than \$47,000. Plaintiff paid all invoices that were proffered under the fee agreements that were not full contingency.
27. Not a single act of litigation had taken place as of the end of November 2016 beyond the filing of the Complaint (and an Amended Complaint a few days later). Merely alleged preparatory work that was almost entirely unnecessary to the prosecution of the case. In the few instances where the work could have been considered relevant and necessary, the amount of time billed routinely exceeded reasonable levels. For example, in her November 2016 invoice, Defendants charged Plaintiff more than \$1,000 to scan documents, at \$2.00 per page; 6.0 hours to review a 96-page personnel file; 5.0 hours to review the docket of a Latvian woman alleging national origin discrimination; and 5.0 hours to review the docket of a class action suit for race discrimination.
28. On December 20, 2016, the School District removed the action to federal court, namely the United States District Court for the Middle District of Florida, Fort Myers Division, based on federal question jurisdiction due to the Title VII claim in the Amended Complaint.
29. On December 28, 2016, the School District filed a Motion to Dismiss with the Middle District of Florida. Defendants billed Plaintiff 3.0 hours to review the Motion, and an additional 6.0 hours to “research and download and review case law from Motion to

Dismiss” on a Motion in a court where Defendants were not admitted and where the law firm was administratively dissolved.

30. Apparently not anticipating that the case could or would be removed despite the presence of a federal question cause of action, Defendants responded to the removal by informing the School District attorneys that the removal was improper because there was concurrent jurisdiction with the state court, and because Defendant Czyz was not admitted to the Middle District of Florida. In so doing, Defendants both misrepresented the law of removal jurisdiction and proffered a basis for remand (that she was not admitted to federal court) that were completely without merit.
31. Defendants billed Plaintiff 4.0 hours for researching and preparing the meritless “Emergency Motion.”
32. When counsel for School District declined to remand the case back to state court, on January 11, 2017, Defendants filed an “Emergency Motion for Appearance of Counsel, Motion to Transfer Case and Motion for Sanctions” with the federal court demanding that the case be remanded, and that counsel for the School District be sanctioned for removing the case because she had informed them she was not admitted to the federal court, and yet they removed the case anyway.
33. Defendant Czyz was not admitted to the bar for the Middle District of Florida when she filed the “Emergency Motion.”
34. The federal court denied Defendants’ motion summarily, and in its Order informed Defendants that they were incorrect on the law of removal and that Defendants had violated several Rules of Civil Procedure with their filings. In its Order, instructed Defendants that Defendant Czyz was not to file any pleadings with the Middle District of Florida until she became admitted to the Court.
35. Defendants, filing surreptitiously as Plaintiff pro se, continued to make filings with the Middle District of Florida, despite instructions not to do so.
36. Defendants, again by filing as the Plaintiff pro se, filed a Motion and sought a stay to respond to the Motion to Dismiss. The Court granted the Motion and ordered Plaintiff to either respond herself or find an attorney admitted to the Middle District of Florida to represent her.

37. Considering Defendant's inability to represent her in federal court, Plaintiff began to seek another attorney to represent her.
38. Plaintiff consulted several attorneys, who universally concluded her that her case lacked merit. Plaintiff was able to find a local law firm, Gunter Law Firm, that was able to resolve her case for nuisance value of \$2,500 and, importantly, for a release of claims for costs and fees.
39. Plaintiff then contacted Defendants and requested that Defendants return some or all of the funds paid to Defendants. Defendants flatly refused to refund any monies.
40. Plaintiff then filed a complaint with the Florida Bar regarding Defendant Czyz's representation of her. The Bar investigation has been ongoing for more than one year, with Plaintiff and Defendants participating in the process.
41. Shortly after the Bar complaint was filed in 2017, Defendants sent Plaintiff a demand for its "quantum meruit" for all work performed once the fee agreement had been converted to a contingency agreement on or about November 26, 2016. Defendants thus sent Plaintiff an invoice for \$25,745.81 for work allegedly performed after November 26, 2016. Notably, almost all of the billed work occurred after the case was removed to federal court, a court to which Defendant Czyz was not admitted and to which she never sought admission during the pendency of the case. Defendants sought payment at a rate of \$500 per hour.
42. Defendants are seeking "quantum meruit" payment for work performed after Defendant Czyz Law Firm was administratively dissolved.
43. As of the date of this Amended Complaint, Defendants have continued to seek payment for this invoice, but now seek an amount in excess of \$31,000. This amount is in addition to the more than \$47,000 that Plaintiff has already paid Defendants. As such, Defendants have billed Plaintiff more than \$78,000 for litigation that barely got beyond the filing of a Complaint.
44. Approximately two weeks after the filing of the initial Complaint, Defendant Czyz formed Czyz Law Firm, PLLC. This firm is merely a sham successor of Defendant Czyz Law Firm, P.A., which Defendant Czyz allowed to go into administrative dissolution on September 23, 2016.

COUNT I
BREACH OF CONTRACT
(Law Firm Defendants only)

45. Plaintiff restates and realleges paragraphs 1 through 44 of the Complaint.
46. In or about March 2016, Plaintiff and Defendants entered into a fee agreement for Defendants' representation of her in an employment discrimination claim. The fee agreement was amended in July 2016, and then converted to contingency fee agreement in November 2016. See attached composite Exhibit A (Defendants are in possession of the executed copies of the contracts).
47. The November 2016 contingency agreement was entered into after Defendant Czyz Law Firm was administratively dissolved.
48. Defendants had a duty to perform services in a reasonable manner and to in accordance with the duties and responsibilities accorded attorneys who are members of the Florida Bar.
49. Rather than provide Plaintiff with adequate representation and charging reasonable fees, Defendants breached their contract with Plaintiff by failing to have adequate knowledge and experience for the work they assumed and by charging excessive fees for the scope of work accepted.
50. As a result of Defendants' breach of the contracts, Plaintiff suffered damages in amount in excess of \$47,000, and Defendants are seeking an additional \$31,000 from Plaintiff under the November 2016 contingency agreement.
51. The contract provides for the payment of attorney's fees in the event one party breaches the agreement and the other party has to enforce the terms of the agreement.

WHEREFORE, Plaintiff moves this Honorable Court for a Judgment in favor of Plaintiff and finding as follows:

- (1) Defendants have breached the fee contracts;
- (2) The November 2016 contract is void because it was entered into by an administratively dissolved corporation;

- (3) Defendant shall immediately disgorge the funds already paid by Plaintiff, plus pre- and post-judgment interest, and forfeit any remaining amounts Plaintiff allegedly owes.
- (4) Defendants shall be required to pay Plaintiff's reasonable attorney's fees and costs.

COUNT II
BREACH OF FIDUCIARY DUTY

(All Defendants)

52. Plaintiff restates and realleges paragraphs 1 through 44 of the Complaint.
53. Plaintiff and Defendants entered into an attorney-client relationship in 2016 such that Plaintiff reposed trust and confidence into Defendants, creating a fiduciary duty to Plaintiff. Defendants therefore undertook such trust and assumed a duty to advise, counsel and act on behalf of Plaintiff in the best interests of the Plaintiff.
54. Defendants willfully and deliberately violated those duties of trust and confidence by, among other things, prosecuting a meritless lawsuit on behalf of Plaintiff, thereby exposing Plaintiff to fees and costs assessed against her. Rather than provide Plaintiff with adequate representation and charging reasonable fees, Defendants failed to have adequate knowledge and experience for the work they assumed and charged excessive fees for the scope of work accepted.
55. In so doing, Defendants acted in a manner that was outside the standard of care for a member of the Florida Bar, performing unnecessary work and charging excessive fees, including billing her for work performed while she was not admitted to the court in which the lawsuit was pending.
56. Defendants further breached their duty to Plaintiff by continuing to represent Plaintiff despite the law firm being administratively dissolved by the State of Florida; by failing to notify Plaintiff of the law firm's administrative dissolution; and by not seeking nor gaining admission to the federal court in which plaintiff's lawsuit was removed despite filing a complaint that contained a federal question cause of action, and being eligible to gain admission.
57. Defendants further breached their duty to Plaintiff by filing motions in a court in which Defendant Czyz was not admitted, and doing so under the guise of filing as Plaintiff on

a pro se basis, thereby exposing Plaintiff to possible sanctions from the Court. Defendants then invoiced Plaintiff for fees incurred while performing work on a case in which Defendant Czyz was not admitted to the Court.

58. Because of Defendants' legal malpractice by charging excessive fees, including fees assessed for work performed while Defendant was not admitted to the Court, Plaintiff suffered damages in excess of \$15,000.

WHEREFORE, Plaintiff moves this Honorable Court for a Judgment in favor of Plaintiff and finding as follows:

- (1) Defendants have breached their fiduciary duty to Plaintiff;
- (2) Defendant shall immediately disgorge the funds already paid by Plaintiff, plus pre- and post-judgment interest, and forfeit any remaining amounts Plaintiff allegedly owes.
- (3) Defendants shall be required to pay Plaintiff's reasonable attorney's fees and costs.

COUNT III

LEGAL MALPRACTICE

(All Defendants)

59. Plaintiff restates and realleges paragraphs 1 through 44 of the Complaint.
60. Plaintiff and Defendants entered into an attorney-client relationship in 2016 such that Plaintiff reposed trust and confidence into Defendants. Defendants therefore undertook such trust and assumed a duty to advise, counsel and act on behalf of Plaintiff in the best interests of the Plaintiff.
61. Defendants willfully and deliberately violated those duties of trust and confidence by, among other things, failing to adequately protect Plaintiff by failing to allege national origin discrimination in her EEOC and state dual filings, and then failing to inform Plaintiff that the claim was waived, and then charging Plaintiff fees to thereafter research national origin claims and include it in Plaintiff's Complaint against the School District.
62. In so doing, Defendants acted in a manner that was outside the standard of care for a member of the Florida Bar, performing unnecessary work and charging excessive fees,

including billing her for work performed while she was not admitted to the court in which the lawsuit was pending.

63. Defendants further committed malpractice by entering into a fee agreement with Plaintiff and representing Plaintiff despite the law firm being administratively dissolved by the State of Florida; by failing to notify Plaintiff of the law firm's administrative dissolution; and then billing for and earning more than \$25,000 in fees.
64. Defendants further committed malpractice by filing motions in a court in which Defendant Czyz was not admitted, and after being instructed by the Court to not file any additional pleadings unless she was admitted to the court, did file additional pleadings under the guise of filing as Plaintiff on a pro se basis, thereby exposing Plaintiff to possible sanctions from the Court. In each case, Defendants nonetheless billed Plaintiff for services, in an amount exceeding \$31,000.
65. Because of Defendants' legal malpractice by charging excessive fees, including fees assessed for work performed while Defendant was not admitted to the Court, Plaintiff suffered damages in excess of \$15,000.

COUNT IV

DISGORGEMENT OF ATTORNEY'S FEES

(All Defendants)

66. Plaintiff restates and realleges paragraphs 1 through 44 of the Complaint.
67. Plaintiff and Defendants entered into an attorney-client relationship in 2016 such that Plaintiff reposed trust and confidence into Defendants. Defendants therefore undertook such trust and assumed a duty to advise, counsel and act on behalf of Plaintiff in the best interests of the Plaintiff.
68. Defendants willfully and deliberately violated those duties of trust and confidence by, among other things, prosecuting a meritless lawsuit on behalf of Plaintiff, thereby exposing Plaintiff to fees and costs assessed against her. Rather than provide Plaintiff with adequate representation and charging reasonable fees, Defendants failed to have adequate knowledge and experience for the work they assumed by charging excessive fees for the scope of work accepted.

69. In so doing, Defendants acted in a manner that was outside the scope of the standard of care for a member of the Florida Bar, performing unnecessary work and charging excessive fees, including billing her for work performed while she was not admitted to the court in which the lawsuit was pending.
70. As a result of Defendants' actions, Plaintiff suffered damages and is entitled to disgorgement of the attorney's fees she paid to Defendants. Plaintiff suffered damages in amount more than \$47,000.

WHEREFORE, Plaintiff moves this Honorable Court for a Judgment in favor of Plaintiff and finding as follows:

- (1) Defendants have charged excessive fees to Plaintiff;
- (2) Defendant shall immediately disgorge the funds already paid by Plaintiff, plus pre- and post-judgment interest.
- (3) Defendants shall be required to pay Plaintiff's reasonable attorney's fees and costs.

COUNT V

DECLARATORY JUDGMENT

71. Plaintiff restates and realleges paragraphs 1 through 44 of the Complaint.
72. Plaintiff and Defendants entered into attorney-client contingency contract in November 2016.
73. At the time Defendants entered into the contract with Plaintiff in November 2016, Defendant Law Firm was administratively dissolved by the State of Florida. Said dissolution was effectuated on September 23, 2016.
74. As a result of the administrative dissolution, Defendants were prohibited from conducting business except to wind up operations. Defendants were not authorized to enter into contracts for new business.
75. Defendants failed to inform Plaintiff of the administrative dissolution.
76. Defendants willfully and deliberately violated its statutory obligations by performing work after the dissolution. Indeed, it filed a lawsuit on Plaintiff's behalf.

77. All the work performed under the contingency agreement was performed after the administrative dissolution, and thus Defendant cannot recover any alleged damages for said work.
78. Defendants are seeking payment from Plaintiff for work performed under the contingency agreement in an amount exceeding \$31,000.
79. The subject matter lawsuit with the School District settled for \$2,500.
80. Even if the contingency agreement were not void, Plaintiff's ability to collect would be limited to its fee share from the settlement; namely, 33 1/3 percent of \$2,500.

WHEREFORE, Plaintiff moves this Honorable Court for a Declaratory Judgment in favor of Plaintiff and finding as follows:

- (1) The November 2016 contingency agreement between Defendants and Plaintiff is void;
- (2) Defendants forfeit any right to fees under the November 2016 contingency agreement;
- (3) Alternatively, if the contract is not void, that Defendants' recovery be limited to 33 1/3 percent of the settlement amount if Defendant is entitled to any fee at all;
- (4) Defendants shall be required to pay Plaintiff's reasonable attorney's fees and costs.

JURY TRIAL DEMANDED.

This the 12th day of July, 2018.

/s/ Scott E. Atwood
Scott E. Atwood
Florida Bar No. 60331

Atwood Law Firm, P.A.
2248 First Street
Fort Myers, Florida 33901
scott@atwoodlawfirm.com
(239) 898-4130 Telephone
(866) 898-9129 Facsimile
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this day I served counsel for Defendants as set forth below via CM/ECF with the foregoing Amended Complaint: Catherine E. Czyz, Esq.

This the 12th day of July, 2018.

//Scott E. Atwood
Scott E. Atwood
Florida Bar No.: 060331

RETAINER AGREEMENT

AGREEMENT made this ____ day of _____, 2016, between Erin Neitzelt, of 118 Martha Drive, St. Clairsville, Ohio 43950, _____ (_____) hereinafter referred to as the "Client" and THE CZYZ 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.

CONTINGENCY FEE AGREEMENT

Erin Newkirk the undersigned client, (hereinafter referred to as "CLIENT") do hereby retain and employ The Czyz 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 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 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 if 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 23rd 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

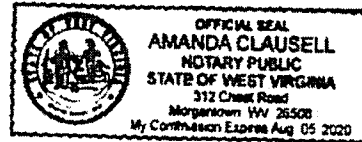
acknowledged before me that he executed same. () who is personally known to me (), who has produced _____ as identification, and who () did () did not take an oath, and who executed the foregoing.

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

Amanda Clausell

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 Czysz 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

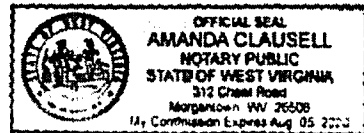
Cxyz
The Cxyz Law Firm, P.A.

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 Clausell
NOTARY PUBLIC, State of WEST VIRGINIA

My commission expires: AUGUST 05 2020



IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA
CIVIL DIVISION

ERIN BETH NEITZELT,)	
Plaintiff,)	
)	
)	
v.)	CIVIL ACTION
)	FILE NO. 18-CA-001244
CATHERINE ELIZABETH CZYZ,)	
CYZZ LAW FIRM, P.A., and)	
CYZZ LAW FIRM, PLLC,)	
Defendants.)	

ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT FINAL JUDGMENT OR, ALTERNATIVELY, FOR SANCTIONS FOR CONTEMPT OF COURT'S ORDERS AS TO DEFENDANTS CZYZ LAW FIRM, P.A., and CZYZ LAW FIRM, PLLC

THIS MATTER having come on before the Court on Plaintiff Erin Neitzelt's Motion for Final Default Judgment against Defendants Catherine Czyz, Czyz Law Firm, P.A., and Czyz Law Firm, PLLC, or alternatively, for Sanctions for Contempt of Court's Orders filed on January 3, 2023. The matter was set by the Court and duly noticed for hearing held on January 9, 2023. Counsel for Defendant Neitzelt, and pro se Plaintiff Catherine Czyz appeared for the January 9, 2023 hearing on this matter.

Initially, the Court would note that no counsel appeared at the hearing on behalf of Defendants Czyz Law Firm, P.A., and Czyz Law Firm, PLLC ("Law Firm Defendants"). Ms. Czyz herself represented the Law Firm Defendants at the onset of this case, but she was required to withdraw on February 5, 2022 as a result of the Florida Supreme Court suspending her from the practice of law for two years. Since that time, no counsel entered an appearance on behalf of the Law Firm Defendants until Michael Kaiser, Esq. filed a Third Amended Answer on behalf the Law Firm Defendants on January 5, 2023, followed by a Notice of Limited Appearance stating

that his appearance was solely for the purpose of filing the Third Amended Answer and a Second Re-newed Motion for Summary Judgment on behalf of the Law Firm Defendants. Ms, Czyz, who is the sole owner of the Law Firm Defendants and who remains listed as their counsel on the docket because she never obtained an order releasing her as counsel, indicated that she believed Mr. Kaiser was not properly noticed for the hearing and then maintained that he was not able to make himself available to attend the hearing. The Court would note that the hearing was scheduled by the Court on January 4, 2023, before the Defendants filed their Amended Answers on January 5, 2023. The Notice of Hearing was filed on January 6, 2023 and Ms. Czyz was noticed. Mr. Kaiser was served with a separate Notice of Hearing filed by Ms. Czyz on January 6, 2023 for the same hearing. The Court finds that proper notice was given to all the parties.

The matter having been duly noticed, after due consideration of the record, and the oral argument of Plaintiff's counsel and Ms. Czyz at the January 9, 2023 hearing, it is:

ORDERED ADJUDGED and DECREED that:

1. Defendant Neitzelt's Motion is GRANTED as to Defendants Czyz Law Firm, P.A., and Czyz Law Firm, PLLC ("Law Firm Defendants").
2. On January 3, 2023, Plaintiff filed her Motion for Default Final Judgment or, Alternatively, for Sanctions for Contempt of Court's Orders as to Defendants Catherine Czyz, Czyz Law Firm, P.A., and Czyz Law Firm, PLLC.
3. On January 5, 2023, Defendant Czyz filed her Third Amended Answer pro se. The same day, Michael Kaiser, Esq. filed a Third Amended Answer on behalf of Defendants Czyz Law Firm, P.A. and Czyz Law Firm, PLLC. Later that same day, he filed a "Notice of Limited Appearance."

4. At a hearing on January 9, 2023 set by the Court, the Court granted Plaintiff's Motion as it pertains to Defendant Catherine Czyz. The Court held its ruling as to the Law Firm Defendants in abeyance pending submission of memoranda from the parties on the issue of whether Mr. Kaiser's filing of the Third Amended Complaint on behalf of the Law Firm Defendants was a nullity.

5. The Court has considered the memoranda submitted and finds that it supports Plaintiff's position that the filings of Michael Kaiser on January 5, 2023 were a nullity.

6. Florida Rule of Judicial Administration 2.505(e) sets forth the circumstances by which an attorney is permitted to enter an appearance in case. There are six methods by which counsel could make an appearance. Mr. Kaiser did not comply with any of them.

7. Subsection (e)(5) provides that a "Notice of Limited Appearance" is an accepted method by which to enter an appearance, but only if it is "permitted by another rule of court." Fla. R. Jud. Admin. 2.505(e)(5). No rule of court permits a "limited appearance" in a standard civil action such as this. While the Rules have been amended to permit Limited Appearances in family law and probate actions, neither of those areas are implicated in the instant lawsuit. Consequently, the Notice of Limited Appearance Mr. Kaiser filed on January 5, 2023 is a nullity and any filing by Mr. Kaiser thus is also a nullity.

8. The Court is persuaded by the reasoning set forth in *Pasco County v. Quail Hollow Properties, Inc.*, 693 So.2d 82, 83-84 (Fla. 2d DCA 1997), where the Court held that a motion to dismiss filed by an additional attorney before that attorney first filed a Notice of Appearance was "a nullity." There, as here, the matter had been pending for some time. The defendants were represented by counsel. Additional counsel for defendants filed a motion to dismiss for lack of prosecution, but the motion was filed days before the new attorney filed a Notice of Appearance.

The court therein held that, before an additional attorney could file a motion in an action where defendants' initial counsel already had filed papers, the new attorney needed to file a Notice of Appearance. The new attorney's failure to do so rendered the motion to dismiss a nullity.

9. The Court also approves of the reasoning in *Tanis v. HSBC Bank USA, N.A.*, 289 So.3d 517 (Fla. 3d DCA 2019), wherein an additional attorney filed an emergency motion for continuance as to a foreclosure sale and then filed an objection to the sale without first filing a notice of appearance. The Court held that “[u]nder well-established jurisprudence, both the emergency motion and objection to the sale were nullities, as [additional counsel] had not appeared as counsel of record.” *Tanis*, 289 So.3d at 521 n. 2 (citing *Bortz v. Bortz*, 675 So. 2d 622 (Fla. 1st DCA 1996)). In *Tanis*, the additional attorney was not notified of the rescheduling of a hearing date, and claimed lack of due process. The Court rejected the due process argument and found that that the additional attorney was not a record attorney and thus his motion for a continuance was a nullity and thus he was not entitled to notice for any subsequent matters.

10. In the present case, Mr. Kaiser has at no point filed a standard “Notice of Appearance” as required by Fla. R. Jud. Admin. 2.505(e)(2). Rather, he filed an impermissible Notice of Limited Appearance. This makes his filing of the Third Amended Answer a nullity because he never made a permissible appearance.

11. The Court further finds that Fla. R. Jud. Admin. 2.505(e)(1) is inapplicable applies because the document filed was the Third Amended Answer, and thus not the “first pleading or other document filed on behalf of a party.” The Law Firm Defendants have been litigating this matter for more than four years, and were previously represented by Defendant Catherine Czyn before her suspension from the practice of law in February 2022. The Law Firm Defendants have made hundreds of filings in this case. Mr. Kaiser was not filing the “first pleading or other

document filed on behalf of a party.” Rather, he was, at best, substitute counsel for the Law Firm Defendants’ suspended counsel. He was required to file a Notice of Appearance before he filed anything else. He did not. Instead, after he filed the Third Amended Answer, he filed an impermissible Limited Notice of Appearance, which makes the entire appearance and any filings he made a nullity.

12. The document filed on January 5, 2023 at Docket entry 436, which purported to be the Law Firm Defendants’ Third Amended Answer, was a nullity. As such, the Law Firm Defendants are in default because they wholly failed to comply with the Court’s March 30, 2023 Order.

13. Because Mr. Kaiser’s “Notice of Limited Appearance” is a nullity, there has not been an appearance by any counsel on behalf of the Law Firm Defendants. The standard of review for a judicial default required by *Kozel v. Osterndorf*, 629 So.2d 817 (Fla. 1994) is not necessary because there is no attorney misconduct. Rather, the misconduct was by the client. Ms. Czyz is the sole owner of both of the Law Firm Defendants. She improperly appeared on behalf of the Law Firm Defendants at the March 14, 2022 hearing under the guise of being permitted to do so because she was the “trustee” of the Law Firm Defendants. So she was well aware of the March 30, 2022 Order. The Court has already determined that Ms. Czyz acted with willful and contumacious intent in her individual capacity when she failed to comply with the Court’s Order to file a Third Amended Complaint by April 11, 2022. The situation is exacerbated as to her businesses, the Law Firm Defendants, because, in addition to ignoring the Court’s Order as it pertained to the Third Amended Answer, Ms. Czyz failed to follow the Court’s instructions to obtain counsel for her businesses, the Law Firm Defendants.

14. For the reasons set forth separately in the Court's Order granting this Motion as it pertains to Defendant Catherine Czyz, and incorporated into this Order, the Court finds that the Law Firm Defendants, by and through their owner Catherine Czyz, demonstrated deliberate, willful, and contumacious disregard for this Court's authority on repeated occasions during this litigation, and specifically with regard to the filing of Answers and Affirmative Defenses, calls for this severe sanction of a judicial default of the Law Firm Defendants as to the Amended Complaint and the striking of the Law Firm Defendants' counterclaims against Erin Neitzelt.

15. The Court grants a judicial default as against Defendants Czyz Law Firm, P.A. and Czyz Law Firm, PLLC as to Plaintiff's claims in her Amended Complaint, and strikes Defendants Czyz Law Firm, P.A. and Czyz Law Firm, PLLC's counterclaims against Ms. Neitzelt with prejudice.

16. Final judgment is hereby entered in favor of Plaintiff Erin Neitzelt and against Defendants Czyz Law Firm, P.A. and Czyz Law Firm, PLLC as to the causes of action in Plaintiff's Amended Complaint. Because the damages are unliquidated, an evidentiary hearing shall be set to determine damages, attorney's fees, and costs.

17. As to Defendants Czyz Law Firm, P.A. and Czyz Law Firm, PLLC's counterclaims, which were incorporated as counterclaims in the instant action from the consolidated case 20-CA-2440, final judgment is hereby entered in favor of Counter-defendant Erin Neitzelt and against Counter-plaintiffs Czyz Law Firm, P.A. and Czyz Law Firm, PLLC. Counter-Plaintiffs Czyz Law Firm, P.A. and Czyz Law Firm, PLLC shall take nothing by their action against Counter-Defendant Erin Neitzelt. Counter-Defendant Neitzelt shall go hence without day, and may recover her taxable costs upon further motion and hearing before the court.

DONE AND ORDERED in Chambers at Lee County, Florida.



Signed by James Sherko 01/25/2023 18:22:03 8MuLc+LW

Electronic Service List

catherine E czyz <CatherineXLIV@gmail.com>
Catherine E. Czyz <catherineczyz@icloud.com>
Catherine E. Czyz <catherineczyz@gmail.com>
Czyz Law Firm PA <catherineczyz@icloud.com>
Michael Andrew Kaiser <michaelkaiserlaw@gmail.com>
Michael Andrew Kaiser <michaelk1017@icloud.com>
Scott E. Atwood <scott.atwood@henlaw.com>
Scott E. Atwood <karenia.romero@henlaw.com>

From: **The Florida Bar Public Information** <TheFloridaBarPublicInformation@floridabar.org>
Date: Tue, Feb 1, 2022 at 4:23 PM
Subject: SUPREME COURT DISCIPLINES 11 ATTORNEYS
The Florida Bar Public Information <TheFloridaBarPublicInformation@floridabar.org>

SUPREME COURT DISCIPLINES 11 ATTORNEYS

Summaries of orders issued from December 20, 2021, to January 24, 2022

The Florida Bar, the state's guardian for the integrity of the legal profession, announces that the Florida Supreme Court in recent court orders disciplined 11 attorneys, disbarring two, suspending seven, and revoking the licenses of two. Two attorneys were ordered to pay restitution.

The Florida Supreme Court, The Florida Bar and its Department of Lawyer Regulation are charged with administering a statewide disciplinary system to enforce Supreme Court rules of professional conduct for the more than 110,000 members of The Florida Bar. Key discipline case files that are public records are posted to attorneys' individual online Florida Bar profiles. **To view discipline documents, follow these steps.** Information on the disciplinary system and how to file a complaint are available at www.floridabar.org/attorneydiscipline.

Final court orders are not final until time expires to file a rehearing motion and, if filed, determined. The filing of such a motion does not alter the effective date of the discipline. Disbarred lawyers may not re-apply for admission for five years. They are required to go through an extensive process that includes a rigorous background check and retaking the Bar exam. Attorneys suspended for periods of 91 days and longer must undergo a rigorous process to regain their law licenses including proving rehabilitation. Disciplinary revocation is tantamount to disbarment.

On Douglas Anderson, 4851 W Gandy Blvd., B6 L25, **Tampa, suspended for three years** effective 30 days following a Jan. 12 court order. (Admitted to practice: 2003) Anderson, in one matter, failed to competently handle a bond hearing and made a misrepresentation to the court regarding his trial experience. The court passed the matter after the client requested new counsel and Anderson left the courthouse prior to discharge. In a second matter Anderson failed to provide the client a written fee agreement that memorialized the intent of the parties, failed to deposit and hold client funds in trust, and failed to competently handle the post-conviction appeals to which he was retained. In a third matter, Anderson failed to competently and diligently handle an adoption to which he was retained to represent the petitioner. The court found Anderson in indirect civil contempt of court for failing to file the necessary documents. **(Case No: SC20-1642)**

On David Garrett Blake, 1711 W. Kennedy Blvd., **Tampa, suspended for one year** effective 30 days following a Jan. 6 court order. (Admitted to practice:

04) In one matter, Blake failed to diligently represent a client in his personal injury matter and failed to reasonably communicate with the client. Blake was not truthful to the client regarding the progression of the client's case, nor was he truthful to the Bar in his sworn statement and he divulged confidential information that was not reasonably necessary to respond to the client's allegations nor to establish a defense on Blake's behalf. In a second matter, Blake was suspended from the practice of law for 179 days by the State Bar of Michigan for failing to provide competent representation to his clients; failing to seek the lawful objectives of his clients; failing to act with reasonable diligence and promptness in representing clients; failing to reasonably communicate with clients; bringing or defending an action that was frivolous; failing to make reasonable efforts to expedite litigation in the interest of his clients; and engaging in conduct that was contrary to justice, ethics, honesty, or good morals. **(Case No: SC21-903)**

Therine Elizabeth Czyz, 931 Village Blvd., Suite 905-242, West Palm Beach, suspended for two years and ordered to pay restitution to the client in the amount of \$41,798.45 effective 30 days following a Jan. 6 court order. (Admitted to practice: 1997) Czyz filed a discrimination suit on behalf of the client after the principal of the school where the client was employed as a teacher declined to recommend her for the principal pool. The suit was filed against the principal and school board alleging that the client was discriminated against on the basis of her looks, her wealth and her national origin. The case was immediately removed to federal court by the opposing counsel, where Czyz was not licensed to practice and never attempted to gain admission. Czyz continued to file pleadings in federal court, including a frivolous motion for sanctions against the opposing counsel for removing the case to federal court. At the time the civil complaint was filed, the client had paid Czyz over \$40,000 in fees and costs. Czyz excessively billed the client and failed to maintain a trust account during the representation. **(Case No: SC19-1545)**

Tray Brandan Gilbert, P.O. Box 670, Marianna, disciplinary revocation with leave to seek readmission after 5 years, payment of restitution costs, and payment of disciplinary costs effective 30 days following a Jan. 24 court order. (Admitted to practice: 2009) Gilbert failed to diligently represent his clients and to communicate with them on the status of their cases. In four personal injury cases, Gilbert stole trust funds belonging to the clients for his own benefit and use. In other cases, Gilbert took client funds and failed to pursue the clients' cases. **(Case No: SC21-1611)**

Ray W. Kovacs, Main Detention Center, P.O. Box 24716, West Palm Beach, permanent disciplinary revocation effective immediately following a Jan. 20 court order. (Admitted to practice: 1993) Kovacs continued to practice law and received payment for legal services after his disciplinary revocation in which he agreed to cease the practice of law beginning on January 4, 2018, and through the date that the Court accepted his disciplinary revocation. Kovacs has been criminally charged for that misconduct. **(Case No: SC 21-1613)**

Neil Von Lashley, 7922 W. Chelsea Court, Homosassa, disbarred effective immediately following a Jan. 20 court order. (Admitted to practice: 2011) On August 26, 2021, Lashley was adjudicated guilty of eight counts of possession of child pornography, a third-degree felony. On August 26, 2021, Lashley was sentenced to four years imprisonment as to each count, to run concurrently, with credit for 714 days of time served, to be followed by one year of sex offender probation as to each count, to run concurrently. Lashley also was fined and was required to be designated and registered as a sexual offender. Additionally, Lashley was required to undergo a psychosexual evaluation and treatment. **(Case No: SC21-1536)**

lio Margalli, 1306 Virginia St., Key West, **suspended for two years** effective nunc pro tunc to a Dec. 20, 2018 court order. (Admitted to practice: 1993) Margalli engaged in misconduct in his own divorce and neglected several clients. (**Case No: SC21-1686**)

ly Anne McCabe, 535 Central Ave., Suite 435, **St. Petersburg**, McCabe was found in contempt and precluded from seeking readmission from a previously imposed **disbarment** effective immediately following a Jan. 19 court order. (Admitted to practice: 2004) McCabe failed to respond to official inquiries in eight Florida Bar investigations. The Florida Bar filed a Petition for Order to Show Cause, to which McCabe failed to respond. (**Case No: SC21-1597**)

a S. Scott, 37 N. Orange Ave., Suite 500, **Orlando**, **suspended for 30 days** effective 30 days following a Jan. 13 court order. (Admitted to practice: 1986) During the representation of a client in a family law matter, Scott failed to respond to court orders related to her client's overdue discovery responses. Scott also failed to timely advise her client of the court's orders. As a result, the court awarded attorney's fees and costs to opposing counsel which Scott and her client were held jointly liable. (**Case No: SC21-190**)

rk D. Siegel, 3205 Southgate Cir., Suite 4, **Sarasota**, **suspended** effective 30 days following a Jan. 20 court order. (Admitted to practice: 1983) Siegel failed to respond to several official Bar inquiries concerning a complaint filed by a former client. After his failure to respond, the Bar filed a Petition for Contempt and Order to Show Cause and the Court issued an Order to Show Cause on Nov. 5, 2021. (**Case No: SC21-1533**)

meth Edward Walton II, 701 Brickell Ave., **Miami**, **suspended for 91 days** effective 30 days following a Dec. 20 court order. (Admitted to practice: 1999) Walton had five discipline files related to neglect, duty to decline representation, delaying or burdening a third party, failure to return unearned fees, and failure to maintain technical trust accounting records. (**Case No: SC21-243**)

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out The Florida Bar

Founded in 1949, The Florida Bar serves the legal profession for the protection and benefit of both the public and all Florida lawyers. As one of the nation's largest mandatory bars, The Florida Bar fosters and upholds a high standard of integrity and competence within Florida's legal profession as an official arm of the Florida Supreme Court. To learn more, visit FloridaBar.org.

Case note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.