

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

CASE NO: 2018 CA001244

ERIN BETH NEITZELT,

Plaintiff,

vs.

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

Defendants.

**AMENDED FOURTH RE-NOTICE OF TAKING VIDEO DEPOSITION
OF ERIN BETH NEITZELT
(DUCES TECUM)**

**SET BY COURT ORDER
(AMENDED TO CHANGE LOCATION ONLY)**

To: Scott E. Atwood, Esq. via
e-courts

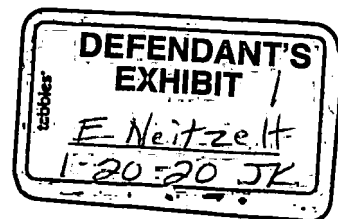
YOU ARE HEREBY NOTIFIED that the undersigned will take the deposition of the
following deponent:

Witness: ERIN BETH NEITZELT

Date: Monday, January 20, 2020

Time: 9:00 a.m.

Location: Veritext Court Reporting



**@ Davinci Meeting – Fort Myers
New Britany
12557 New Brittany Blvd., Suite 3
Ft. Myers, FL 33907
(239) 603-7722**

Upon oral examination by Veritext Court Reporting, notary public in and for the State of Florida at Large, or some other officer duly authorized by law to take depositions. The deposition is being taken for the purpose of discovery, for use at trial, or both of the foregoing, or for such other purposes as are permitted under the applicable and governing rules of Court.

DOCUMENTS AND ITEMS TO BRING WITH YOU:

1. Current Driver's license
2. Proof of any Florida Driver's license ever issued.
3. Any driver's license or other ID you have with your picture and the name of Catherine Czyz on it.
4. Any and all documents evidencing the state(s) you resided in from October, 2015 to present date.
5. Any and all documents evidencing the state(s), Scott Neitzelt, resided in from October, 2015 to present date.
6. Any and all documents evidencing payment by you to Catherine E. Czyz, Esq. and/or The Czyz Law Firm, P.A..
7. Any and all documents evidencing payments by you to The Czyz Law Firm, PLLC
8. All bank statements from any bank account in your name and/or held jointly with Scott Neitzelt that was used to make payments to Catherine E. Czyz, Esq. and/or The Czyz Law Firm, P.A..
9. All bank statements of Scott Neitzelt's account used to make payments to Catherine E. Czyz, Esq. and/or The Czyz Law Firm, P.A.
10. All text messages between you and Catherine E. Czyz, Esq.
11. Any and all documents showing rental listings for the residence you own in Bokelia, Florida.
12. Any and all documents showing the sale of the home in Bokelia Island, Florida.
13. Any and all documents showing a basis for any of the claims or statements that you made to The Florida Bar regarding Catherine E. Czyz, Esq. and/or The Czyz Law Firm, P.A..
14. Any and all documents downloaded or searched by you or any agent hired by you to do a download or search regarding Catherine E. Czyz, Esq..
15. Any and all documents downloaded or searched by you or any agent hired by you to do a download or search regarding Dr. Anthony Czyz.
16. All deposit slips given to you by JP Morgan Chase Bank, N.A..
17. All bank statements of The Czyz Law Firm, P.A.'s JP Morgan Chase Bank, N.A. account.
18. Any and all documents reflecting any conversation(s) you had with any employee

- of JP Morgan Chase Bank, N.A..
19. Any and all documents from JP Morgan Chase Bank, N.A. regarding the account(s) of Catherine E. Czyz, Esq. and/or The Czyz Law Firm, P.A.
 20. Any and all documents supporting your allegations in the underlying case of being wealthy.
 21. Any and all pictures, documents or proof of owning a 5 carat diamond ring.
 22. Any and all proof of any right to sue under any claim alleged in the underlying case being waived by any Court.
 23. All documents showing who or what entity you gave your iphone to and on which date it was given to this person or entity as alleged in your answers to interrogatories.
 24. If the iphone used during the representation by The Czyz Law Firm, P.A. still exists, it shall be produced,
 25. Any and all documents showing how you attained information about the bank accounts of The Czyz Law Firm, P.A..
 26. Any and all documents that show how you acquired a copy of the black person class action lawsuit against Lee County School Board.
 27. Any and all texts, e-mails or other documents between you and anyone who provided you with the black person class action law suit against Lee County Schools to give to Catherine E. Czyz, Esq..
 28. Any and all texts, emails, or other documents between you and anyone you spoke to about coming up with allegations against Rachel Gould and/or the Lee County School District or Board before coming to Catherine E. Czyz, Esq. with your alleged case against them.
 29. Any and all documents that would prove or give you a basis for any allegation made by you in the present case.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-courts, on January 9, 2020 to:

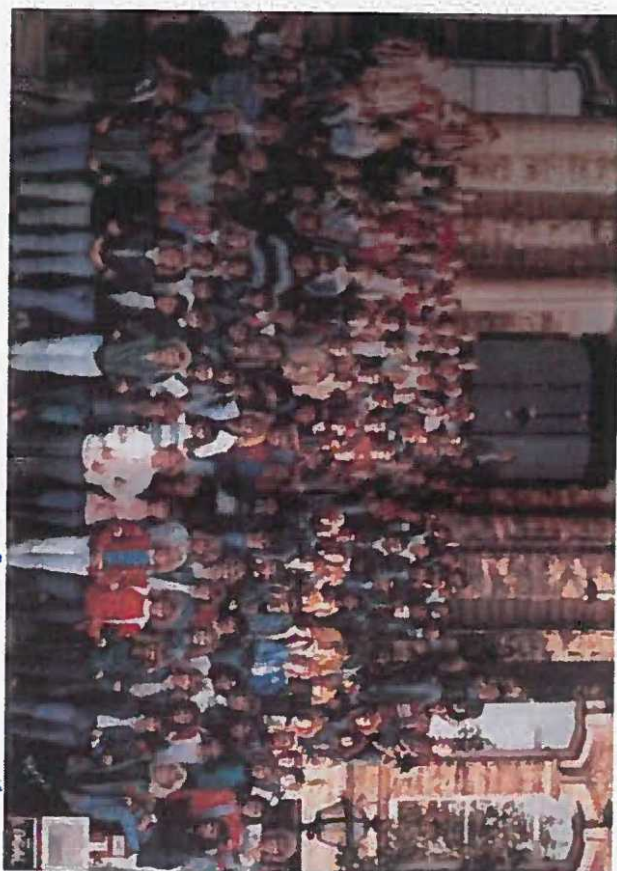
Scott E. Atwood, Esq.

By: /s/ Catherine E. Czyz

Catherine E. Czyz, Esq.
Florida Bar Number: 105627
The Czyz Law Firm, PLLC
USPS Mailing Address:
931 Village Boulevard, Suite 905-242
West Palm Beach, FL 33409
catherineczyz@icloud.com
561-502-1542- direct
561-628-1044- office

you →

→ me



tabbles
DEFENDANT'S
EXHIBIT 2
E. Neitzelt
1-20-20 JK



tabbles
**DEFENDANT'S
EXHIBIT 3**
E. Xkitzelt
1-20-20 JK

RETAINER AGREEMENT

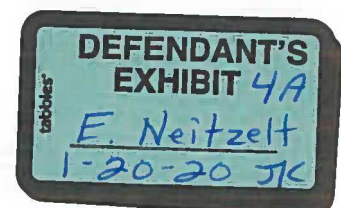
AGREEMENT made this 28th day of March, 2016, between Erin Neitzelt, of 118 Martha Drive, St. Clairsville, Ohio 43950, (telephone numbers: 740-827-7067; 740-695-2608 e-mail: neitzeltnov10@yahoo.com; social security number: 286-64-8462) hereinafter referred to as the "Client" and THE CZYZ LAW FIRM, P.A.,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



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

_____ Date executed: _____
Catherine E. Czyz, Esq.

Erin Neitzel Date executed: 7/25/16
Erin Neitzel

Witness as to Client's signature:

Name: Just A. Neitzel

Address: 118 Martha Drive St. Charles, Ohio 43980

Telephone No.: 740-526-1841

Signature: Just A. Neitzel

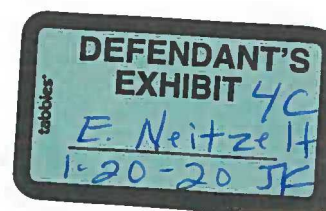
CONTINGENCY FEE AGREEMENT

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 25th 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

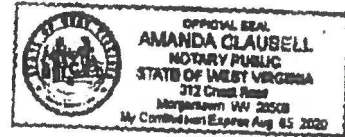
acknowledged before me that he executed same. () who is personally known to me (), who has produced _____ as identification, and who () did () did not take an oath, and who executed the foregoing.

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

Amanda Claibell

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 Cxyz 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

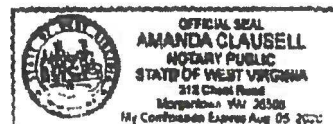
Cxyz
The Cxyz Law Firm, P.A.

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 Clause
NOTARY PUBLIC, State of WEST VIRGINIA

My commission expires: AUGUST 05 2020



Player, Mitchell

From: Player, Mitchell
Sent: Thursday, October 29, 2015 11:19 AM
To: Neitzelt, Erin
Subject: RE: 1st period class

We can talk tomorrow morning before school to come up with a plan of attack. I will be in lunch duty during your planning today. Let's plan on meeting in your room at 9 AM if that works for you.

Mitch Player

Assistant Principal

Mariner Middle School

Ideation, Strategic, Arranger, Relator, Self-Assurance

From: Neitzelt, Erin
Sent: Thursday, October 29, 2015 11:12 AM
To: Player, Mitchell <MitchellDPI@LeeSchools.net>
Subject: 1st period class

Dear Mitch,

Are you available to talk with me first, and then come and speak to this class? Nothing is working with this bunch. Extremely bad mix of students in here that fuel each other.

I have an aide half of the period, and we never sit down. Always up. They throw items, smash food, switch seats, won't give me the purple cards, sign petitions against me when I sign one of the boys purple cards, girls seek attention from the "bad boys", one says she doesn't have to do any work and her parents will make sure she passes anyway (since she passed grade 5 this way, she added), one stapled his finger today, they never have paper or pencils or charged chromebooks, constant disruptions.

I was told by the 6th grade teachers who had these kids last year that I have some of the most challenging behavioral problems all in that one class of mine together. Some of these kids need separated as they fuel each other. Seating changes don't help.

Short of me cutting loose and going ape crap on them, the discipline for this class is not working. Also, I think 9 or 10 of them got F's for grades Q1. Many others got D's. My other class of regular ELA is NOT like this at all in either grades or behavior. I also have gifted ELA, and they are really good in both grades and behavior.

I also do not have many IEP kids in 1st period – so it's not an ESE issue.

Thanks! I need a visit from you here. They will be great when you are here. Rachel came before, also, and they were great when she was here. Can I get cameras in here??? Ugh.

Thanks.



**PROBATIONARY CONTRACT OF EMPLOYMENT FOR
INSTRUCTIONAL PERSONNEL OF THE SCHOOL BOARD OF LEE COUNTY**

THE SCHOOL BOARD OF LEE COUNTY hereby issues a PROBATIONARY CONTRACT, as required by 1012.335(1)(c), Florida Statutes, to Erin Neitzel hereinafter referred to as the 'Teacher'.

- (1) This Contract is conditioned and based on the assertion by the Teacher:
 - (a.) That he/she is legally qualified to teach in the State of Florida, and that the Teacher holds a valid Florida Teacher's Certificate number 0001286830, which is warranted by the Teacher to be unrevoked, or
 - (b.) That the Teacher has completed the requirements and will be legally qualified to teach in the State of Florida upon issuance of a Florida Teacher's Certificate, for which application has been duly made as evidenced by the official receipt and acknowledgement recorded in the Office of the Superintendent, bearing Department of Education file no. 0001286830. In the event that such application is denied, the Teacher agrees that THE SCHOOL BOARD OF LEE COUNTY shall be relieved of all obligations under this Contract.
- (2) Failure to hold a valid teaching certificate, or to disclose information which would disqualify the Teacher for the position, will immediately terminate all obligations of THE SCHOOL BOARD OF LEE COUNTY to the Teacher hereunder, and the Teacher shall be obligated to remit to THE SCHOOL BOARD OF LEE COUNTY any salary previously paid.
- (3) THE SCHOOL BOARD OF LEE COUNTY reserves the right to at any time require the Teacher to submit to physical or psychiatric examinations.
- (4) Pursuant to 1012.335, Florida Statutes, there shall be a probationary contract for a period of one school year awarded to instructional personnel upon initial employment with THE SCHOOL BOARD OF LEE COUNTY. During the term of this contract the Teacher may be dismissed without cause or may resign without breach of contract.
- (5) The term of the contract shall be governed by the applicable Board adopted calendar for the 2015-2016 school year and shall be paid a salary as specified on the salary schedule as adopted by THE SCHOOL BOARD OF LEE COUNTY and shall serve in an instructional position as defined in 1012.01(2), Florida Statutes.
- (6) THE SCHOOL BOARD OF LEE COUNTY and the Teacher shall have no obligation to the other after the expiration of the term of service specified, and the Teacher shall have no expectation of continued employment beyond such date.
- (7) This Probationary Contract shall be deemed amended to comply with all laws, all lawful rules of the State Board of Education, all lawful rules of and actions of THE SCHOOL BOARD OF LEE COUNTY, and all terms of an applicable ratified collective bargaining agreement.

100211411

Party of the second part <i>Erin B. Neitzel</i>	DATE EXECUTED 1-21-16
Party of the first part THE SCHOOL BOARD OF LEE COUNTY FLORIDA	
BY: <i>[Signature]</i>	CHAIRMAN
ATTEST: <i>[Signature]</i>	SUPERINTENDENT OF SCHOOLS

2015-10-06
0722

(Rev 12/11)



Transaction History

Customer: THE CZYZ LAW FIRM, P.A.

Account: NY/NJ/CT Checking #XXXXX3390

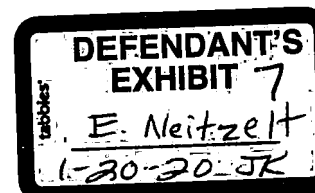
*required field

Current Balance \$0.00 Present Balance \$0.00 Available Less Overdraft \$0.00 Available Balance \$0.00 Calendar

Deposits

* denotes end of day balance

Date Posted	Tran Type	Description	\$	Debits(-)	\$	Credits(+)	\$	Balance
12/27/2016	Deposit	DEPOSIT ID NUMBER 442269 # 16				10,486.79		
11/14/2016	Deposit	DEPOSIT ID NUMBER 719920 # 15				15,000.00		
10/17/2016	Deposit	DEPOSIT ID NUMBER 608108 # 16				1,827.82		
09/12/2016	Deposit	DEPOSIT ID NUMBER 155364 # 15				846.97		
08/22/2016	Deposit	DEPOSIT ID NUMBER 609640 # 14				11,033.64		
08/22/2016	Deposit	DEPOSIT ID NUMBER 686022 # 15				500.00		
06/27/2016	Deposit	DEPOSIT ID NUMBER 341755 # 15				4,000.00		
06/23/2016	Deposit	DEPOSIT ID NUMBER 555180 # 15				4,000.00		



BOUNCED CHECK



June 01, 2016 through June 30, 2016

Account Number: [REDACTED]

OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
06/27	Deposited Item Returned NSF 1St Items00001Ck# 0000002167 Date062316Ck Amt00000400000 Fee001200	\$4,000.00
Total Other Withdrawals		\$4,000.00

FEES

DATE	DESCRIPTION	AMOUNT
06/27	Deposit Item Returned Fee: 01 NSF 1St Items00001Ck# 0000002167 Date062316Ck Amt0000001200 Fee001200	[REDACTED]
06/30	Monthly Service Fee	[REDACTED]
Total Fees		[REDACTED]

You were charged a monthly service fee of \$10.00 this period. You can avoid this fee in the future by maintaining a minimum daily balance of \$1,500.00. Your minimum daily balance was \$154.86.

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	[REDACTED]
Deposits / Credits	[REDACTED]
Deposited Items	[REDACTED]
Transaction Total	[REDACTED]
SERVICE FEE CALCULATION	AMOUNT
Service Fee	[REDACTED]
Service Fee Credit	[REDACTED]
Net Service Fee	[REDACTED]
Excessive Transaction Fees (Above 200)	[REDACTED]
Total Service Fees	[REDACTED]

DEFENDANT'S EXHIBIT 8
E. Neitzel
 1-20-20 JK

Conor Foley

From: Jason Gunter
Sent: Sunday, February 26, 2017 11:20 PM
To: Erin Neitzelt
Cc: Conor Foley; Katelyn Bounds
Subject: Legal Representation/Gunter Firm

Representation Agreement

Erin,

This will confirm our conversation of this evening, February 26, 2017 regarding my representation. I will agree to undertake representation with special limitations placed on the scope of my representation. As you know, and as explained in my previous email, it is my opinion that the claims that were filed on your behalf which are in federal court are not meritorious. There is a pending motion to dismiss. The court has directed you to retain counsel by March 15, 2017 or, if you proceed pro se, to respond to the Motion to Dismiss by March 15, 2017. Likewise, any new counsel would need to respond to the pending motion to dismiss by March 15, 2017.

I have already conducted an extensive amount of research regarding the best way to proceed and the viability of your current claims. Based on that research and those findings, we agreed tonight that my representation will be limited to action that would allow you to exit the case and avoid legal exposure in doing so. Also, as part of my representation, I will contact counsel for the School Board directly to determine if he is interested in a mutual nonmonetary settlement agreement. While speaking with you on the telephone, you agreed that this may be a viable solution that could at least add some value. As explained, however, I cannot make any promises given the tremendous amount of leverage that the school board has in this case. Also, non-monetary settlement terms are often very difficult in the public sector. Public employers and their lawyers are often very apprehensive when it comes to settling cases and including language that requires individuals to behave a certain way or to do a certain thing. We have agreed that, in the end, if the School Board attorney is not in agreement with our proposal, I prepare and file the Notice of Voluntary Dismissal without prejudice. Dismissing your claims without prejudice does not extinguish your claims. But, under Florida law, a claim that is refiled after being previously dismissed can be stayed by the court pending the payment of attorney fees and costs. You told me that you were not interested in pursuing these claims any further but I need to make you aware of these rules as part of my job.

The Scope of my Representation will cease when the federal action is dismissed and the court directs the clerk to close the case and terminate all deadlines. The pending motion to dismiss should become moot as the court is divested of jurisdiction. To the extent you have reasonable post representation questions regarding your prior attorneys conduct or the viability of the claims being asserted, I will be glad to answer those questions within reason.

We also discussed the fees for my engagement. I have decided to offer a flat fee of \$1500 for all of my services in connection with this matter. The \$1500 is a flat fee – not a retainer – and it will be placed in my operating account and is earned upon receipt. I am very apprehensive about charging you attorney's fees given what you have went through with prior counsel. However, I have spent an appreciable amount of time reviewing the court file and researching to figure out strategically what various options you may have had.

If the above terms of engagement are acceptable to you, I would ask that you simply reply to this email stating "these terms are acceptable". Katelyn in my office will handle the billing by sending you a credit card link. Once retained, I would like to immediately reach out to counsel for the school board to see if I can make contact. Please continue to avoid your prior counsel.

Jason



GUNTER FIRM



Jason Gunter

Board Certified Labor & Employment Lawyer

Jason L. Gunter, P.A.

1514 Broadway, STE 101 Fort Myers, FL 33901

239.334.7017 tel

jason@gunterfirm.com | www.gunterfirm.com

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is entered into this 28th day of February, 2017, by and between ERIN NEITZELT, her successors in interest, heirs, and assigns, RACHEL GOULD (herein "GOULD") and THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, its officers, agents, and employees, past, present, and future (hereinafter "SCHOOL BOARD")

WITNESSETH:

WHEREAS, ERIN NEITZELT filed a Charge of Discrimination with the Equal Employment Opportunity Commission alleging discrimination under the Title VII of the Civil Rights Act and the Florida Civil Rights Act and subsequently commenced a civil action styled: ERIN NEITZELT v. THE SCHOOL DISTRICT OF LEE COUNTY, and RACHEL GOULD, Case No. 16-CA-4119 in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida, and now represented by Case No: 2-16:cv-898, pending in the United States District Court, Middle District of Florida, Fort Myers Division; (herein "lawsuit") and

WHEREAS, SCHOOL BOARD and GOULD deny any and all liability, violations of law, and alleged wrongdoing; and

WHEREAS, the parties wish to avoid the costs and uncertainties of litigation and resolve all disputes and disagreements between them amicably;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, for themselves, their successors, and assigns, hereby agree as follows:

1. Payments: SCHOOL BOARD shall pay to ERIN NEITZELT the following within fourteen (14) days after expiration of the revocation period specific in paragraph 5(c) below:

(a) The sum of \$2,500.00 (Two Thousand Five Hundred Dollars) as damages, none of which constitutes past wages or earnings, by check payable to ERIN NEITZELT, for which a 1099 shall issue.

(b) ERIN NEITZELT agrees to assume responsibility for all tax liabilities attaching to the settlement payments.

2. Conditions Precedent: ERIN NEITZELT understands and agrees that SCHOOL BOARD'S obligations to make the payments described in paragraph two above shall only accrue upon expiration of the revocation period described in 5(c) below, and only if said revocation remains unexercised. Said payments shall be made by SCHOOL BOARD after ERIN NEITZELT delivers this executed original Settlement Agreement and Release to SCHOOL BOARD and the revocation period has expired. Execution of the Settlement Agreement and Release, delivery of it to SCHOOL BOARD,



and non-revocation within the time period specified herein are conditions precedent to the obligation of SCHOOL BOARD to make the payments to ERIN NEITZELT.

3. **General Release:** ERIN NEITZELT hereby covenants not to sue, and fully releases and discharges SCHOOL BOARD and GOULD with respect to and from any and all claims, wages, demands; rights, liens, agreements, contracts, actions, suits, obligations, debts, damages, judgments of whatever kind or nature in law, equity or otherwise, whether now known or unknown, arising out of or in any way connected with ERIN NEITZELT's employment relationship with SCHOOL BOARD, ERIN NEITZELT's separation from employment with SCHOOL BOARD, or any other transactions, occurrences, acts or omissions, or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of SCHOOL BOARD or GOULD, including but not limited to all claims brought, or which could have been brought, in that action styled: ERIN NEITZELT v. THE SCHOOL DISTRICT OF LEE COUNTY, and RACHEL GOULD, Case No. 16-CA-4119 in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida, and now represented by Case No: 2-16:cv-898, pending in the United States District Court, Middle District of Florida, Fort Myers Division

4. **Specific Release:** Without limiting the generality of the foregoing, this Release also specifically pertains to any claim (state, federal, statutory, administrative, or common law) under Title VII of the Civil Rights Act of 1964 as amended; the Age Discrimination in Employment Act, as amended; Older Workers' Benefit Protection Act; Florida Civil Rights Act of 1992 (F.S. §760.01-760.11 and §509.092) as amended; Americans With Disabilities Act of 1990 (ADA); The Americans With Disabilities Act Amendments Act of 2008 (ADAAA), as amended; the Family and Medical Leave Act of 1993; The Fair Labor Standards Act (FLSA); the Employee Retirement Income Security Act of 1974; The Reconstruction Era Civil Rights Act, 42 U.S.C. § 1983; any common law or statutory wrongful discharge or retaliatory discharge theory; any claim for breach of contract (express or implied); any claim for breach of any covenant of good faith and fair dealing (express or implied); or any claim for additional severance pay, bonus, sick leave, straight time, overtime, holiday pay, life insurance, health or medical insurance, or any other fringe benefit.

5. **Acknowledgements:** In executing this Settlement Agreement and Release, ERIN NEITZELT further represents that:

(a) This Settlement Agreement and Release was signed KNOWINGLY, VOLUNTARILY, FREELY AND OF HER OWN VOLITION;

(b) In signing this Settlement Agreement and Release, ERIN NEITZELT has consulted with or had the opportunity to consult with an attorney, and in fact, has been advised to consult with an attorney and, in fact, is represented by legal counsel;

(c) ERIN NEITZELT has been advised by SCHOOL BOARD, that she is given twenty-one (21) days which runs up to and including March 21, 2017, within

which to consider this Settlement Agreement and Release and that she shall have seven (7) days from the date on which she executes the Settlement Agreement and Release to revoke the Settlement Agreement and Release, if in fact she executes the Settlement Agreement and Release. Any such revocation must be in writing and must be postmarked or hand-delivered to SCHOOL BOARD within the seven (7) day revocation period;

6. Entire Agreement: This Settlement Agreement and Release constitutes the complete agreement and understanding regarding the resolution of ERIN NEITZELT'S lawsuit against GOULD and the SCHOOL BOARD. This Settlement Agreement and Release supersedes any prior contracts, understandings, discussions and agreements relating to employment between ERIN NEITZELT and SCHOOL BOARD and/or the lawsuit. No statement, representation, warranty or covenant has been made by any party with respect to the subject matter hereof except as expressly set forth herein. This Settlement Agreement and Release may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the parties to this Settlement Agreement and Release. It is not, and shall not, be interpreted or construed as an admission or indication that either party has engaged in any wrongful or unlawful conduct of any kind.

7. Severability: If any provision herein is deemed to be unenforceable under applicable law, such provision shall be severed from the Settlement Agreement and Release to the extent possible, consistent with the intent and purposes of the Settlement Agreement and Release and the remaining provisions shall be given full force and effect.

The remainder of this page was left blank intentionally.

Signatures appear on the following page.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

ERIN NEITZELT,

Plaintiff,

vs.

CASE NO.: 2:16-cv-00898

THE SCHOOL BOARD OF LEE COUNTY
and RACHEL GOULD, Individually,

Defendants,

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff, ERIN NEITZELT, and Defendants, THE SCHOOL BOARD OF LEE COUNTY and RACHEL GOULD, Individually, by and through their undersigned attorneys, and pursuant to the provisions of the Federal Rules of Civil Procedure, Rule 41(a)(1)(ii), hereby jointly stipulate and agree to dismiss the above-styled case *with prejudice*, with each party to bear and be responsible for the payment of their/its own respective costs and attorneys' fees incurred in connection with this action.

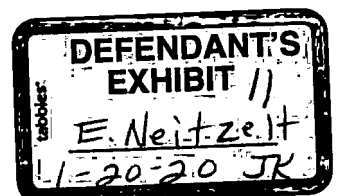
Dated this 28th day of February, 2017.

/s/ Jason L. Gunter

Jason L. Gunter, Esq.
Florida Bar No.: 0134694
Conor P. Foley, Esq.
Florida Bar No.: 111977
JASON L. GUNTER, P.A.
jason@gunterfirm.com
conor@gunterfirm.com
1514 Broadway, Suite 101
Fort Myers, Florida 33901
Telephone: (239) 334-7017
Facsimile: (239) 236-8008
Counsel for Plaintiff

/s/Richard Akin

Richard Akin, Esq.
Florida Bar No.: 68112
Richard.akin@henlaw.com
HENDERSON, FRANKLIN, STARNES &
HOLT, P.A.
1715 Monroe Street
P.O. Box 280
Fort Myers, Florida 33902
Telephone: (239) 344-1182
Facsimile: (239) 344-1554
Counsel for Defendants





Henderson|Franklin
ATTORNEYS AT LAW

1715 Monroe Street • Fort Myers, FL 33901
Post Office Box 280 • Fort Myers, FL 33902
Tel. 239.344.1100 • Fax. 239.344.1200 • www.henlaw.com

Bonita Springs • Sanibel

Reply to
Richard B. Akin, II
Direct Fax Number 239.344.1554
Direct Dial Number 239.344.1182
E-Mail: richard.akin@henlaw.com

April 21, 2017

Jason Gunter, Esquire
JASON L. GUNTER, P.A.
1514 Broadway, Suite 101
Fort Myers, FL 33901

Re: Erin Neitzelt v. Rachel Gould and LCSB
Lee County Case No: 16-CA-4119, Judge Kyle
Middle District Case No: 2:16-cv-898, Judge Chappell
Date/Loss: 8.12.16

Dear Mr. Gunter:

Enclosed please find John Eastern Company's check in full and final settlement of the above-referenced matter in the amount of \$2,500.00 payable to Erin Neitzelt.

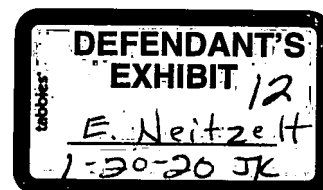
It was a pleasure working with you to resolve this matter. Please do not hesitate to contact me should you have any questions regarding the enclosed.

Sincerely,

/s/ Richard B. Akin
signed in Mr. Akin's absence to avoid delay

Richard B. Akin, II

RBA/dl
Encl: Settlement Draft



Henderson, Franklin, Starnes & Holt, P.A.

Detach and retain this statement. The attached check is in payment of items described below. If not correct please notify us promptly. No receipt desired.

Employer		Claimant		This Check	
562005	Neitzelt, Erin			775200	04/13/2017
Number	Name			Check No.	Check Date
				Amount Paid	
				\$2,500.00	
Service Dates		Payment Type		Providers Invoice	
4/6/2017	4/6/2017	0	0		
From	Thru	Weeks	Days		
				Reference Number	
				Invoice Amount	
				\$2,500.00	
Pavee's Federal ID/SSN		Remarks			
###-##-8462		Full & final settlement for all claims			
Please contact us if incorrect					
Adjuster	Marjorie Kenol				
Cicak	001430000055958				

775200

Johns Eastern Company, Inc.
 PO Box 110279, Lakewood Ranch, FL 34211
 (941) 907-3100



Johns Eastern Company, Inc.
The School Board of Lee County
 Johns Eastern Company, Inc.
 PO Box 110279, Lakewood Ranch, FL 34211
 (941) 907-3100

63-751
 631

Wells Fargo Bank, NA
 Sarasota, FL 34232

No. 775200
 Date 4/13/2017

Amount
\$2,500.00

Pay Two Thousand Five Hundred and 00/100 Dollars

To Erin Neitzelt
 The 40 Imperial Woods Drive
 Order Morgantown, WV 26508

Erin Neitzelt
Erin Neitzelt

⑈00775200⑈ ⑆0631075131⑆ 2000015852584⑈

ENDORSE HERE

BY ENDORSEMENT OF THIS CHECK THE PAYEE UNDER PENALTY OF FINE AND OR IMPRISONMENT CERTIFIES ENTITLEMENT OF THIS PAYMENT FOR BENEFITS OR SERVICES CIRCUMSTANCES AFFECTING SUCH ENTITLEMENT HAVE NOT CHANGED AND NO FALSE STATEMENTS OR REPRESENTATIONS HAVE BEEN MADE IN SUPPORT OF THE CLAIM FOR PAYMENT. FALSE REPRESENTATIONS COULD RESULT IN CIVIL AND CRIMINAL PENALTIES.

X _____

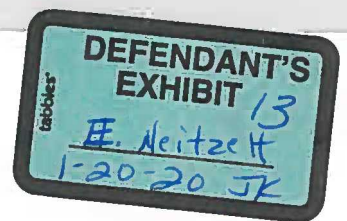
DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY



SCANNED

RECEIVED

APR 21 2017



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

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



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

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

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

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

Part Three

Summary of Facts/Allegations:

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

From: Erin Neitzelt <neitzeltnov10@yahoo.com>
Date: August 10, 2016 at 10:23:58 AM EDT
To: Catherine Czyz <catherineczyz@icloud.com>
Subject: Black educators sue Lee County School Board

Hi, Cathy.

Payment Update for you-- Mortgage officer is telling me to keep cash in my bank account for now so that underwriting for our they make a last day "look" into our bank account a day prior to closing. She advised me not to spend anything of any large credited to our bank account finally today as available funds, but Morgantown house purchase hasn't closed yet. Supposed t Morgantown living. I am in STC packing. My dogs are still at the STC house. I am in and out. Mom is helping. Hate moving!! permitted to spend it. Has to be soon! The hold up on the closing of the new house purchase is that the appraisal on Morgar pay you all in full up to current date of July 30. I never anticipated that the mortgage officer would say don't spend it yet.

Job Update: I got hired last minute by Monongalia Schools to teach gifted elementary students. I start tomorrow. They did n interviewed me, and then called me to offer me the job within a half hour after I departed the interview. I submitted a copy of emailed to them) but I told them I did not work a full year there. ---- I did not use Lee as a reference of any kind. The only re is because they asked for my last two job performance evaluations. The last one was Jan 14 and it says effective. So I sent i worked there. I just did not highlight the fact. To sort of mask it, I actually sent ALL evaluations from my entire history of wor pile. However, I did not list Lee Schools as a past employer, and I intentionally omitted them from my resume. I think in the i summer (twice) and had no qualified or licensed applicants - and I applied on the second reposting of it - I am qualified and li over the many collective years were mostly positive, they hired me without contacting Lee, I am assuming. However, I interv accepted it. I need a job and a new start. I hope I will do just fine there.

New Discrimination Lawsuit against Lee Schools-- Read this! Interesting! Ongoing lawsuit now for Lee Schools -- Failure to allegations of discrimination. Giving poor evaluations. And "secret meetings" to discuss those discriminated against to co w or piggy back off of it. Maybe. Wanted to send your way.

Click link below.

<http://www.news-press.com/story/news/education/2016/05/31/black-educators-sue-lee-county-school-board/85205952/>

Talk soon,
Erin



IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN
AND FOR LEE COUNTY,
FLORIDA.

CASE NO:

ERIN NEITZELT,

Plaintiff,

vs.

RACHEL GOULD,

and

THE SCHOOL DISTRICT OF LEE COUNTY,

Defendants.

AMENDED COMPLAINT

COMES NOW, the Plaintiff, Erin Neitzelt, by and through her undersigned attorney, sues the Defendants, Rachel Gould and The School District of Lee County, and in support thereof, alleges:

GENERAL ALLEGATIONS

1. That this is an action in excess of the minimal Jurisdiction requirements, to wit: more than Fifteen Thousand Dollars (\$15,000.00).

2. Plaintiff is an individual woman who at all times relevant herein was a resident of the County of Lee, State of Florida.

3. Plaintiff is informed and believes, and based thereon alleges, that the Defendant, The School District of Lee County, is a school district in Lee County, and government entity of the state of Florida.

4. Plaintiff is informed and believes, and based thereon alleges, that Rachel Gould (hereinafter "Gould") and the employees of Mariner Middle School under her supervision, at all times relevant herein, are and were employees and/or agents of the Defendant, The School District of Lee County, and were acting within the course, scope, purpose, consent, knowledge, ratification, and authorization of such agency and/or employment, as to the allegations alleged herein, therefore, Defendant, The School District of Lee County is liable for their acts and omissions via the doctrine of respondeat superior.

5. Plaintiff was hired in or about July, 2015, by the Defendant, Lee County Schools, and began work at the Mariner Middle School in Ft. Myers, Florida as a 7th grade English teacher teaching only gifted (the children with the highest test scores in the school). Defendant, Gould, interviewed and hired Plaintiff via the telephone, without actually meeting the Plaintiff. Plaintiff began working for Mariner Middle School in or about August, 2015, and although Plaintiff was hired to only teach gifted 7th grade English students, Gould also assigned regular English students to Plaintiff and some were even special education students and/or students with educational learning disabilities. Plaintiff is/was not licensed to

teach children with learning disabilities and Gould knew this, but assigned her these children anyway. Gould mislead Plaintiff to believe that she would only be teaching gifted 7th grade English students, in order to make her accept the position. Gould originally hired Plaintiff knowing she had been a school principal in Ohio and West Virginia for many years, but Gould was especially interested in Plaintiff as a 7th grade teacher because Plaintiff had a "gifted student licensure" which is uncommon. To entice Plaintiff to teach at Mariner Middle School, instead of working for a better rated school in Lee County, Gould misrepresented the quality of Mariner Middle School to Plaintiff. Plaintiff accepted the position as a teacher only due to a requirement of the Lee County School District that a person must work for the School District of Lee County for one (1) year prior to attaining a position as a principal. It was always Plaintiff's intent to become a principal in Lee County, the occupation she had had for many years already.

6. Plaintiff was harassed, as well as intimidated, belittled and discriminated against because of her gender and/or national origin by Gould, her supervisor, on several occasions during her employment with the Defendant, the School District of Lee County. This created a hostile work environment.

7. Gould asked Plaintiff many personal questions, when she was first employed. Gould inquired into where she lived and what kind of car she drove, as well as where she was planning on finishing her doctorate, and who was in charge of her application

for the doctorate of education program at Florida Gulf Coast University's College of Education.

8. Within the first couple months of employment, Gould, made Plaintiff feel very uncomfortable and unwelcome and appeared by her actions to have disdain for Plaintiff because of her blonde hair and physical attributes associated with being of Irish and Northern Italian descent or national origin, and/or because of the type of woman she is/was, in the way that she looked (her attractive appearance) and in being an accomplished woman in business, and because she had high academic credentials, and because she owned a Mercedes, and a large diamond ring, and a home in Bokeelia on Pine Island in the Gulf Coast of Florida. She also acted embittered when she learned that Plaintiff's husband, Scott Neitzelt, was a successful environmental businessman, who is influential with ties to Republican politicians (Cruz, Trump, Rubio). In November, 2015, Scott Neitzelt came to Mariner Middle School and gave a speech to the science students about clean energy and the coal industry, and Gould never even thanked Plaintiff for him taking off time from work and coming to Florida for that purpose. Furthermore, Gould indicated with her actions that she did not want Plaintiff promoted to a principal position, even though that was the position Plaintiff was best qualified and suited for in the school district.

9. Within the first month of employment Plaintiff asked Gould for permission to attend a "principal pool meeting" as she had to

have Gould "sign off" on her attendance by signing a paper that stated she could attend. Gould refused to sign the required paperwork but told Plaintiff to "just go". Plaintiff reported Gould's behavior to the Lee County school board and/or the School District of Lee County. They told Plaintiff to ignore Gould and to keep applying for principal positions.

10. After several weeks of working under Gould, Plaintiff discovered that Gould was not competent in her job, and/or she purposely withheld information about child behavioral problems from the School Board of Lee County in order to keep enrollment up at the school, and to keep her job, instead of doing what was best for the children, Specifically, Plaintiff did her job and reported the behavioral problems of several children with behavioral problems including two (2) boys and one girl in her "gifted class". The one boy constantly squeezed his water bottle making loud cracking noises, disrupting the class, and a second boy who had anger issues and would punch walls, and who was angered by the water crunching boy. On one occasion, rather than punching the boy who squeezed his water bottle, the boy with the anger issued said something under his breath and left the class. Plaintiff also reported a girl in the same class who crawled on the floor and licked children's ankles like a cat. Instead of admitting these children, and the other children Plaintiff reported needed help, Gould arranged to have Plaintiff's class monitored by Vice Principal Mitchell Player, and had him document a teacher evaluation stating that she was not

in control of her class, so that she would appear incompetent in front of other employees. Specifically, on one occasion, on or about March, 18, 2016, at noon time, Vice Principal Mitchell Player told Plaintiff verbally that she could not control her class. He did not elaborate as to where or when he was talking about and Plaintiff could not imagine where or when he was talking about because she did not have a class control problem.

11. Subsequent to Gould directing Vice Principal Player to write a disparaging report about Plaintiff, Plaintiff was called into Gould's office where she met with Gould, Vice Principal Player and the other Vice Principal. At that time, Gould went over the libelous teacher evaluation and verbally demeaned her in front of the others making her feel small and unworthy as a teacher.

12. The Defendants, and/or Defendant's employees, responded improperly to Plaintiff's complaints about the behavior problems of the children, by way of the lack of appropriate, remedial action. Rather than addressing the obvious problems with the three (3) gifted children, Gould, instead continued the harassment, and the discrimination did not end, in fact, it worsened in retaliation.

13. Gould continually questioned other teachers about the competency of the Plaintiff as a teacher, even talking to 6th grade teachers who had no knowledge of Plaintiff's teachings. Gould gathered information on Plaintiff as to whom she talked to, with whom she went to lunch, and where she went. This questioning was on a continual basis (emphasis added). Gould

began spying upon and servelancing the Plaintiff. For example, Plaintiff was walking on the campus and Gould came upon her and picked her up on a golf cart then out of the blue asked her what kind of car she drove, and Plaintiff responded to Gould that she drove a Mercedes. Plaintiff learned that Gould was having secret teacher meetings about her to insinuate that Plaintiff was a bad teacher who could not control her class and to discuss if everyone was in agreement that Plaintiff was a bad teacher. Gould also had an informal meeting on the school ramp with two other teachers boasting that she gave a poor evaluation of the Plaintiff to Dr. Valesky to prevent her from entering the doctorate program at the university. Gould was boasting that she was destroying Plaintiff's life. Although this is a specific example, Gould's behavior was continual (emphasis added).

14. Gould had meeting about Plaintiff both before and after her forced resignation/termination questioning the other teachers and encouraging bad mouthing of the Plaintiff. Gould also continued to withhold information and/or refused to give documentation Plaintiff needed to advance to an administrative roll and/or principal. This behavior was continual (emphasis added).

15. Plaintiff complained about what was going on to Paula Hill, and Paula Hill informed Plaintiff that only white men got promoted to principal positions in Lee County because it was "the Good Ol'Boy" club. Gould had appeared to take Paula Hill under her wing and was setting her up to be elevated to a principal position,

but after several years, she had not been advanced. Paula Hill did not discuss the harassment with the School District of Lee County, and nothing changed after this meeting and/or discussion. Again, the harassment, humiliation, intimidation, hostility and abuse worsened.

16. Gould would have Plaintiff's class watched, and observed by other teachers to spy on under the guise of assisting her with her class. This behavior occurred on a continual basis (emphasis added). Gould made Plaintiff increasingly uncomfortable, making her job tasks near impossible to perform. One specific example was she was wrongly accused by Vice Principal Player of not entering information correctly into the computer; on that particular day, Plaintiff was not at work and/or out on sick leave.

17. Gould continued to stalk the Plaintiff and/or have her observed and evaluated even when no such evaluation was required to be performed. Gould let Plaintiff know her disdain for her by frowning at the Plaintiff, especially on the day she discussed her written teacher evaluation in front of the two (2) Vice Principals. Although these are specific instances, Gould had Plaintiff followed and/or stalked and/or evaluated for a "poor teacher performance evaluation" on a near daily, continual basis (emphasis added). This behavior was repetitious. Gould wanted to document Plaintiff as a bad teacher to cover her disdain of the Plaintiff for her gender and/or national origin, specifically being a bright and bubbly blonde woman with a voluptuous figure who drove a Mercedes

and owned a home in an affluent area and succeeded because she worked hard and performed her job duties correctly and precisely and morally and most specifically, by properly reporting the behavioral problems of several children in her classes.

18. Plaintiff made efforts to report her continuing and now intolerable, sex and/or national origin harassment, sex discrimination, humiliation, intimidation, hostility and abuse by Gould.

19. Plaintiff was told by other teachers that she was "on the chopping block" and/or being set-up to be fired immediately by Gould, and rather than have that termination on her record, Plaintiff gave a forced written resignation. Defendant, Gould took retaliatory action against the Plaintiff by setting her up for termination and thereby disgracing her. The Defendant, Gould, purposely gathered any and all servalience and testimony of other teachers that she could to substantiate her plan of terminating Plaintiff for cause and/or for a non-discriminatory reason.

20. After Plaintiff's forced resignation and/or wrongful termination, Gould hired Paula Hill to take Plaintiff's place as the gifted teacher and 7th grade English teacher. Paula Hill is not licensed to teach the gifted class and was seen not teaching or supervising them in the room. This is another example of Gould's inappropriate conduct and/or inability to do her job. Plaintiff was terminated because she had already reported Gould's harassment and/or sex discrimination behavior twice to supervisors. This is

the causal connection between the protected activity and the termination. Plaintiff's prior reports of the national origin discrimination and/or sex discrimination and the fact that she was about to report this activity again to the school district and/or board is what caused her termination. Gould was searching for any pre-textual reason possible to terminate Plaintiff prior to her reporting her again, and therefore had both printed libelous statements and slanderous statements made about Plaintiff. It was not a coincidence that Plaintiff was forced to resign and/or terminated prior to her principal pool meetings.

COUNT I - DISCRIMINATION IN EMPLOYMENT

IN VIOLATION OF FL STATUTE 760.10

SEX AND/OR NATIONAL ORIGIN DISCRIMINATION

21. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 20 and incorporates the same herein as though fully set forth.

22. Defendant, through its agents and supervisors, including Gould, engaged in a pattern and practice of unlawful sex discrimination and/or national origin discrimination by subjecting the Plaintiff to humiliation and harassment, in violation of FL Statute 760.10.

23. The above described sex and or national origin harassment, as described in paragraphs 1 - 20, created an intimidating, oppressive, hostile and offensive work environment which interfered with plaintiff's emotional well-being. It is

the continual nature of the behavior plead and the totality of the events plead that gives rise to this Count (emphasis added).

24. Defendant, the School District of Lee County, at all times relevant hereto had actual and constructive knowledge of the conduct described in paragraphs 1 through 23.

25. As a result of the hostile and offensive work environment perpetrated and maintained by Defendant, and Defendant's failure to protect Plaintiff from further harassment, Plaintiff suffered severe emotional distress.

26. Defendant violated FL Statute 760.10 by failing to adequately supervise, control, discipline, and/or otherwise penalize the conduct, acts, and failures to act of Gould and the employees she directed under her supervision, including but not limited to, Vice Principal Player, and Paula Hill, as described in paragraphs 1 through 20.

27. Defendant failed to comply with its statutory duty to take all reasonable and necessary steps to eliminate sex and/or national origin harassment from the workplace and to prevent it from occurring in the future.

28. Plaintiff is informed and believes that, and based thereon alleges, that in addition to the practices enumerated above, Defendant has engaged in other discriminatory practices against her that are not yet fully known. At such time as said discriminatory practices become known to her, Plaintiff will seek leave of Court to amend this complaint in that regard.

29. Plaintiff has filed charges of sex and/or national origin discrimination with the Miami division of the EEOC against Defendant, and requested dual filing, both federal and state, of the charges. The charges were filed within one year of the alleged discrimination. A true and correct copy of the initial letter filed with the EEOC is attached hereto as Exhibit "A", and incorporated by reference herein. Plaintiff then received from the Miami division of the EEOC within 180 days, a Right-To-Sue Notice authorizing this law suit. A true and correct copy of this Notice is attached hereto as Exhibit "B", and incorporated by reference herein. Plaintiff has exhausted her administrative remedies.

30. As a direct and proximate result of Defendant's willful, knowing, and intentional discrimination against her, Plaintiff has suffered and will continue to suffer, pain and suffering, and extreme and severe mental anguish and emotional distress; she has incurred medical expenses, incidental expenses; she has suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

31. As a further direct and proximate result of Defendant's violation of FL Statute 670.10, as heretofore described, Plaintiff has been compelled to retain the services of counsel in an effort to enforce the terms and conditions of the employment

relationship with the Defendant, and has thereby incurred, and will continue to incur, attorney's fees and costs, the full nature and extent of which are presently unknown to Plaintiff, who therefore will seek leave of Court to amend this Complaint in that regard when same shall be fully and finally ascertained. Plaintiff requests that attorney's fees be awarded pursuant to FL Statute 760.10.

32. Plaintiff is informed and believes, and based thereon alleges, that the outrageous conduct of the Defendant described above was done with fraud, oppression and malice; with a conscious disregard for her rights; and with the intent, design and purpose of injuring her. Plaintiff is further informed and believes that Defendant through its officers, managing agents and/or its supervisors, authorized, condoned and/or ratified the unlawful conduct of Gould and/or the employees she supervised. By reason thereof, plaintiff is entitled to punitive or exemplary damages from the Defendant in a sum according to proof at trial.

COUNT II - DISCRIMINATION IN EMPLOYMENT

IN VIOLATION OF FL STATUTE 760.10

RETALIATION

33. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 20 and incorporates the same herein as though fully set forth.

34. As herein alleged, Defendant(s) illegally retaliated

against Plaintiff by subjecting Plaintiff to unjust discipline and firing Plaintiff solely because she had reported national origin discrimination and/or sex discrimination of herself and was about to report it again as fully described in paragraphs 1-20. Defendant has no legitimate business reason for any such act. Each said act of retaliation is in violation of FL Statute 760.10.

35. Plaintiff is informed and believes that, and based thereon alleges, that in addition to the practices enumerated above, Defendant has engaged in other discriminatory practices against her that are not yet fully known. At such time as said discriminatory practices become known to her, Plaintiff will seek leave of Court to amend this complaint in that regard.

36. Plaintiff has filed charges of discrimination for sex discrimination and/or national origin discrimination with the Miami division of the EEOC against Defendant, and requested dual filing, both federal and state, of the charges. The charges were filed within one year of the alleged discrimination. A true and correct copy of the initial letter filed with the EEOC is attached hereto as Exhibit "A", and incorporated by reference herein. After review and investigation by the Miami division of the EEOC, Plaintiff received within 180 days of the initial charge a Right-To-Sue Notice authorizing this law suit. A true and correct copy of this Notice is attached hereto as Exhibit "B", and incorporated by reference herein. Plaintiff has

exhausted her administrative remedies.

37. As a direct and proximate result of Defendants' willful, knowing, and intentional discrimination and retaliation against her, Plaintiff has suffered and will continue to suffer, pain and suffering, and extreme and severe mental anguish and emotional distress; she has incurred medical expenses, incidental expenses; she has suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

38. As a further direct and proximate result of Defendant's violation of FL Statute 670.10, as heretofore described, Plaintiff has been compelled to retain the services of counsel in an effort to enforce the terms and conditions of the employment relationship with the Defendant, and has thereby incurred, and will continue to incur, attorney's fees and costs, the full nature and extent of which are presently unknown to Plaintiff, who therefore will seek leave of Court to amend this Complaint in that regard when same shall be fully and finally ascertained. Plaintiff requests that attorney's fees be awarded pursuant to FL Statute 760.10.

39. Plaintiff is informed and believes, and based thereon alleges, that the outrageous conduct of the Defendant described above was done with fraud, oppression and malice; with a conscious disregard for her rights; and with the intent, design

and purpose of injuring her. Plaintiff is further informed and believes that Defendant through its officers, managing agents and/or its supervisors, authorized, condoned and/or ratified the unlawful conduct of Gould and the employees under her direction including but not limited to, Vice Principal Player, and Paula Hill. By reason thereof, plaintiff is entitled to damages, including punitive damages, from the Defendant in a sum according to proof at trial.

COUNT III - BREACH OF CONTRACT

40. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 20 and incorporates the same herein as though fully set forth.

41. Plaintiff was employed by defendant under a written contract of employment, an employee handbook and/or other written memoranda, which was breached by the forced resignation and/or retaliatory firing or termination of the Plaintiff. The contract copy was never given to Plaintiff and missing from her employee file copy; it is in the Defendant's possession. Said contract will be attached as an exhibit hereto after it is produced by Defendant.

42. The breach is/was a material breach of the contract.

43. At all times material herein, Plaintiff performed her obligations under her contract with Defendant.

44. Plaintiff has performed all conditions precedent under the contract to bringing this cause of action.

45. At the time the parties entered into the contract, as alleged herein above, it was known and understood, and within reasonable contemplation of the parties, that in the event of a breach, Plaintiff would suffer present and future loss of earnings as a foreseeable result thereof.

46. As a direct and proximate result of the breach of the contract, Plaintiff has in fact suffered loss of wages and benefits as damages.

COUNT IV - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

47. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 20 and incorporates the same herein as though fully set forth.

48. In failing to protect Plaintiff from the continuing sex discrimination and/or national origin discrimination and other offensive conduct of Gould described herein, and further, the Defendant belittling, wrongly characterizing Plaintiff, Erin Neitzelt, as a bad teacher who is unable to control her class of students, directing that language to be put in writing by the Vice Principal Mitchell Player, and slandering her by making that statement and not recommending her for the doctorate program to Dr. Valesky, then interrogating, threatening, and finally forcing the resignation Plaintiff and/or terminating the Plaintiff. Plaintiff suffered from anxiety and/or mental condition from the experiences at the school. Gould constantly made demeaning

comments regarding Plaintiff at meetings, specifically, stating that she was incompetent and couldn't control eleven year old students and destroying her reputation to Dr. Valesky to prevent her from finishing her doctorate degree in an attempt to completely destroy her financially, has caused Plaintiff anxiety and depression. Gould's conduct mentally inhibited Plaintiff from performing properly at work, and Plaintiff continued to be mentally upset, and negatively affected her outside of work and continued to affect her even after her forced resignation and/or termination.

49. Through the outrageous conduct described above, and as more fully described in paragraphs 1 - 20, Defendant acted with the intent to cause, or with reckless disregard for the probability of causing Plaintiff to suffer severe emotional distress.

50. As a direct and proximate result of Defendant's actions, Plaintiff has suffered and will continue to suffer, pain and suffering, and extreme and severe mental anguish and emotional distress; she has incurred medical expenses, incidental expenses; she has suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

51. Defendant's conduct as described herein was malicious and oppressive, and done with a conscious disregard of

Plaintiff's rights. The acts of Defendant were performed with the knowledge of an employer's economic power over its employees. Defendant, through its officers, managing agents and/or supervisors, authorized condoned, and ratified the unlawful conduct of the employees and/or agents named in this action. By reason thereof, Plaintiff is entitled to damages, however, not including punitive damages, from Defendant.

COUNT V - DEFAMATION

(LIBEL)

52. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 22 and incorporates the same herein as though fully set forth.

53. Plaintiff is informed and believes, and based thereon alleges that Defendant, through its officers, partners, agents, and/or employees, acted within the course and scope of their employment, caused to be published false, defamatory and unprivileged communication concerning the Plaintiff, tending to directly injure Plaintiff and her business and professional reputations. Specifically, Defendant made untrue statements to other persons in Plaintiff's profession, in the County of Lee, that Plaintiff was a bad teacher and "could not control her 7th grade class" and/or that Plaintiff was going to be terminated for cause. At Gould's direction, Vice Principal Player "sat in" on one of Plaintiff's class sessions and monitored her performance. Then at Gould's direction, Vice Principal Player created on paper

a teacher evaluation that reported Plaintiff as being a bad teacher who was unable to maintain control of her class and this report was disseminated by being on the school's computer for anyone to see who had access as well as to Gould herself, Vice Principal Player and the other Vice Principal. This teacher evaluation was meant to belittle Plaintiff in front of others, including other staff members. Further, Gould constantly made demeaning comments regarding Plaintiff at meetings with administration and teaching staff members of Mariner Middle School, specifically, rather than admitting the students Plaintiff reported for behavioral problems, actually had behavioral problems Gould instead blamed Plaintiff as being a bad teacher who couldn't control her class.

54. Defendant published that Plaintiff was a bad teacher and/or unable to control her class as a reason to terminate her, when in fact she was terminated in retaliation by Defendant(s). Publishing that Plaintiff was to be terminated for cause and/or because she could not control her class is a false statement.

55. The publication of this false statement was made by the Defendant to Gould, Vice Principal Player, the other Vice Principal, anyone who could see the teacher evaluation in the computer and/or Dr. Valesky.

56. Plaintiff is informed and believes, and based thereon alleges that at the time Defendant, and/or its employees, supervisors, or agents made these statements, they knew or had

reason to believe that they were false. Plaintiff is additionally informed and believes, and based thereon alleges that Defendant had no legitimate business purpose for the above-mentioned communications, nor were they privileged. Further, Defendant(s)' fault at least amounts to negligence.

57. Defendant(s) committed the above said acts Deliberately and intentionally, in an effort to injure and defame Plaintiff's good name and professional reputation. As a direct and proximate result of defendant's defamation, Plaintiff has suffered loss of earnings, injury to her personal and professional reputation, and severe emotional distress, all to her damage in amount to be determined according to proof at trial.

58. Defendant's conduct as described herein was malicious and oppressive, and was done, authorized and ratified by the highest levels of Defendant's employees, agents, and/or supervisors, thereby entitling to damages, however, not including punitive damages, from Defendant. Further, there is actionability of the statement(s) irrespective of the special harm or the existence of the special harm caused by the publication.

COUNT VI - DEFAMATION

(SLANDER)

59. Plaintiff repeats and realleges by reference each and every allegation contained in paragraph 1 through 22 and

incorporates the same herein as though fully set forth.

60. Plaintiff is informed and believes, and based thereon alleges that Defendant, through its officers, partners, agents, and/or employees, acted within the course and scope of their employment, caused to be published false, defamatory and unprivileged communication concerning the Plaintiff, tending to directly injure Plaintiff and her business and professional reputations. Specifically, Defendant made untrue statements to

other persons in Plaintiff's profession, in the County of Lee, including Dr. Thomas Valesky, the person in charge of Plaintiff's enrolment into the doctorate program at Florida Gulf Coast University. Gould stated to Dr. Valesky that Plaintiff was a bad teacher and "could not control her 7th grade class" and informed him that she would "not recommend Plaintiff for the doctoral program". Plaintiff only had a few classes left and a thesis for graduation, as she had taken most of the classes for her doctorate at other Universities. As a direct result of Gould's slanderous statements by Gould to Dr. Valesky, he decided to reject her from the program, a true and accurate copy of the rejection letter is attached hereto as Exhibit "C".

61. Defendant published that Plaintiff was a bad teacher and could not control her class, when in fact she was being harassed and bullied into a forced resignation as she was being set-up by Gould for a terminated for cause which in fact was in retaliation by Defendant for Plaintiff properly reporting three

(3) children with behavioral problems. Publishing that Plaintiff was is a bad teacher who cannot control her class is a false statement.

62. The publication of this false statement was made by the Defendant to Dr. Valesky for the purpose of harming her and not allowing her to advance in her profession, whereby she would be able to teach college level students.

63. Plaintiff is informed and believes, and based thereon alleges that at the time Defendant, and/or its employees, supervisors, or agents made these statements, they knew or had reason to believe that they were false. Plaintiff is additionally informed and believes, and based thereon alleges that Defendant had no legitimate business purpose for the above-mentioned communications, nor were they privileged. Further, Defendant's fault at least amounts to negligence.

64. Defendant committed the above said acts deliberately and intentionally, in an effort to injure and defame Plaintiff's good name and professional reputation. As a direct and proximate result of defendant's defamation, Plaintiff has suffered loss of earnings, injury to her personal and professional reputation, and severe emotional distress, all to her damage in amount to be determined according to proof at trial.

65. Defendant's conduct as described herein was malicious and oppressive, and was done, authorized and ratified by the highest levels of Defendant's employees, agents, and/or

supervisors, thereby entitling to damages, however, not including punitive damages, from Defendant. Further, there is actionability of the statement(s) irrespective of the special harm or the existence of the special harm caused by the publication.

COUNT VII- VIOLATION OF TITLE VII

66. Plaintiff repeats and realleges by reference each And every allegation contained in paragraph 1 through 20 and incorporates the same herein as though fully set forth.

67. This action is brought pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. section 2000e, et seq.). This Court has concurrent jurisdiction of this action.

68. Plaintiff is an adult female individual and a citizen of the United States, who currently resides in West Virginia but at all times relevant to, was a resident of Bokeelia on Pine Island, in Lee County, Florida.

69. Defendant, the School District of Lee County was an employer in Ft. Myers, in Lee County, Florida at the time of the alleged acts of discrimination. At all times relevant hereto, Defendant engaged in an industry effecting commerce and employed more than twenty(20) regular employees.

70. Plaintiff was hired by Gould over the telephone after a telephonic interview in or about July, 2015, to begin in or about August, 2015, as a 7th grade English teacher, teaching gifted

students. Gould mislead Plaintiff to believe that Mariner Middle School was better than Trafalgar Middle School, so Plaintiff accepted the position. After beginning work, Gould did not like the way Plaintiff looked, her bubbly, vivacious personality and her physical attributes, nor did she like that Plaintiff had been successful, that she drove a Mercedes, that she lived in Bokeelia and that she did her job appropriately, by the book and properly reported the behavior problems of the students. Plaintiff had obvious distain for the Plaintiff. Gould set-up Plaintiff to be terminated for inability to control her class.

71. Defendant's true and discriminatory reason for forcing the resignation and/or terminating Plaintiff, was due to the fact she reported the improper actions of Gould and/or the behavioral problems of children in her classes, as more fully alleged in paragraphs 1-20.

72. Defendants' forced resignation and/or termination of Plaintiff was retaliatory. Further, she was denied from being promoted to a principal position, due to her sex and/or national origin, despite the fact that she was qualified for such promotion, and could reasonably expect to be promoted based upon the policy of the Defendant school district.

73. Defendant(s) engaged in policies and practices that willfully, intentionally, and unlawfully discriminated against Plaintiff on the basis of her sex, and/or her national origin and because she was harassed. These practices and policies include,

but are not limited to, forcing her resignation and/or terminating Plaintiff after making complaints about the behavior problems of the children in her class and of Gould's behavior, failing to take action against Gould after the unlawful, discriminatory actions were reported, and failing to promote Plaintiff to a principal position, when other similarly situated white, male employees received such promotion.

74. Plaintiff's forced resignation and/or discharge was the result of a policy and practice to terminate female employees who complained of sex and/or national origin harassment. Plaintiff's conduct in discharging Plaintiff due to her reporting the sex and/or national origin harassment, and in failing to promote her violates Title VII. Plaintiff has no adequate or complete remedy at law to redress the wrongs alleged herein and this action for a permanent injunction and other relief. Plaintiff is suffering and will continue to suffer irreparable injury as a result of the acts of the Defendant (s).

75. As a result of the Defendant's conduct in forcing the resignation and/or terminating Plaintiff's employment and failing to promote her, Plaintiff has suffered lost income, lost fringe benefits, and lost seniority, and to incur expenses in searching for replacement employment.

76. Plaintiff has timely filed a charge of discrimination with the EEOC and has met all administrative prerequisites for

but are not limited to, forcing her resignation and/or terminating Plaintiff after making complaints about the behavior problems of the children in her class and of Gould's behavior, failing to take action against Gould after the unlawful, discriminatory actions were reported, and failing to promote Plaintiff to a principal position, when other similarly situated white, male employees received such promotion.

74. Plaintiff's forced resignation and/or discharge was the result of a policy and practice to terminate female employees who complained of sex and/or national origin harassment. Plaintiff's conduct in discharging Plaintiff due to her reporting the sex and/or national origin harassment, and in failing to promote her violates Title VII. Plaintiff has no adequate or complete remedy at law to redress the wrongs alleged herein and this action for a permanent injunction and other relief. Plaintiff is suffering and will continue to suffer irreparable injury as a result of the acts of the Defendant (s).

75. As a result of the Defendant's conduct in forcing the resignation and/or terminating Plaintiff's employment and failing to promote her, Plaintiff has suffered lost income, lost fringe benefits, and lost seniority, and to incur expenses in searching for replacement employment.

76. Plaintiff has timely filed a charge of discrimination with the EEOC and has met all administrative prerequisites for

bringing this action, a copy of the Right to Sue letter is attached hereto as Exhibit "B".

DEMAND FOR JURY TRIAL

77. The aforementioned Plaintiff demands trial by jury of all issues triable as of right by jury.

WHEREFORE, Plaintiff prays that judgment be entered in her favor and against Defendant for general and compensatory damages, including pre-judgment interest, in an amount to be determined according to proof at trial; punitive damages in an amount according to proof at trial, as to Counts I and II of the Complaint; and further, as to Count VII only, Plaintiff requests that this Honorable Court order a hearing at the earliest practicable date, and upon such hearing:

- (A.) Grant Plaintiff a permanent injunction enjoining Defendant, its agents, employees, and those acting in consort with Defendant, from continuing to violate Plaintiff's civil rights;
- (B.) Issue an order requiring Defendant to reinstate Plaintiff at her former job position and/or at a higher position to which she is entitled by virtue of her responsibilities and qualifications;
- (C.) Issue an order awarding Plaintiff front pay, fringe benefits, and other compensation;
- (D.) Issue an order awarding Plaintiff back pay, pre-judgment interest, fringe benefits, and any other

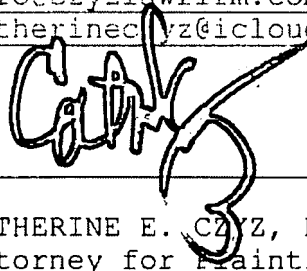
appropriate relief necessary to make Plaintiff whole and compensate her for the violation of civil rights described above; and

(E.) Award Plaintiff the costs of this action, including reasonable attorneys' fees, and such other legal and equitable relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED BY:

THE CZYZ LAW FIRM, P.A.

777 South Flagler Drive,
Suite 800 West Tower
West Palm Beach, FL 33401
(561) 628-1044 phone
(561) 502-1542 phone
info@czyzlawfirm.com e-mail
catherineczyz@icloud.com e-mail



CATHERINE E. CZYZ, ESQUIRE
Attorney for Plaintiff
Florida Bar No.: 105627

Exhibit "A"

5/20/2016

Erin Neitzelt
c/o
Catherine E. Czyz, Esq.
The Czyz Law Firm, P.A.
Mailing address
P.O.Box: 243
Bloomingdale, NJ 07403
561-502-1542
info@czyzlawfirm.com

EEOC CHARGE FORM LETTER

EEOC
Miami District Office
Miami Tower
100 SE 2nd Street, Suite 1500
Miami, FL 33131

Dear EEOC:

My name is Erin Neitzelt and I am filing a charge against Lee County Schools and/or Mariner Middle School District of Lee County and/or Principal Rachel Gould. The school's address is 425 N. Chiquita Blvd., Cape Coral, FL 33993. I do not know the number of employees of the school district but believe it is over fifty.

I believe that I was discriminated against by Principal Rachel Gould and/or the school and/or school board, due to my sex/gender as a woman, and more specifically, as the type of woman that I am, by not being allowed to progress into a Principal and/or administrative role, and that I was also harassed and belittled, and had my good name marred, due to the fact that I wanted to progress in an administrative role as a Principal.

As a result of the described harassment, I was forced to resign my position as a middle school teacher in March, 2016. I was hired by Rachel Gould in or about July, 2015 to teach 6th and 7th grade for the 2015-2016 school year. I was previously employed in various Principal positions for approximately twelve (12) years in the state of Ohio. I took the position as a teacher because working for the school district as an employee is a requirement prior to being allowed to become a Principal in the district. Rachel Gould is/was aware of the requirement.

Erin Neitzelt

I began working as a teacher in August, 2015 and in or about September, 2015, there was a "principal pool meeting" for individuals who wanted to become Principals for the next school year. I had to have Rachel Gould "sign off" on a form to be allowed to attend the meeting. She refused to sign the form but allowed me, begrudgingly, to attend.

This is the point where the harassment began. It became clear by her actions that Ms. Gould did not like me because of the type of woman that I am. Over a series of months she asked me probing, inappropriate questions, like what kind of car that I drove, the community I lived in, and who I was talking to at the university I was applying to, to finish my doctorate degree. It became clear that Ms. Gould did not want me to advance into a Principal role and she was harassing me and belittling me, through the use of her underlings, to the point I was forced to resign. During the time there, another teacher, Ms. Hill, told me that it was a "good old boy system" there and that they only wanted men to advance as Principals. In addition to marring my name for my career purposes, I also believe that Ms. Gould contacted the university's director to belittle me, and as such, the university refused to accept me into their doctorate program.

I believe that I was discriminated against because I am a woman, and more specifically, a good-looking, blonde, white woman, with a stellar education (I have a bachelor's degree and seven years post graduate work, with only my thesis left for a doctorate, and a 4.0 GPA), and I have a certain amount of wealth from hard work.

There are many details that I can address further in the investigation. Please forward all future correspondence to my attorney, Catherine E. Cxyz, Esq. listed above. Thank you for your time and consideration.

Sincerely,

Erin Neitzelt

Exhibit "B"



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

Miami Tower
100 S.E. 2nd Street, Suite 1500
Miami, FL 33131
Intake Information Group: (800) 669-4000
Miami Direct Dial: (305) 808-1740
TTY (305) 808-1742
FAX (305) 808-1855

August 12, 2016

Erin Neitzelt
C/O Catherine E. Czyz, Esq
P.O. Box 243
Bloomingdale, NJ 07403

Re: Erin Neitzelt v. LEE COUNTY SCHOOLS
EEOC Charge No. 510-2016-03752C

Dear Erin Neitzelt:

This is to inform you that we have received your letter dated August 10, 2016. Your charge of discrimination has been received and processed by the Commission. Your charge is presently assigned to the undersigned.

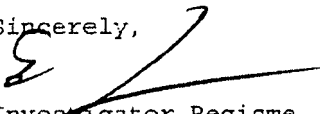
The large inventory of cases currently under investigation in our office may affect the length of time needed to process your charge. We understand that you may be very concerned about your charge when you have not been in contact with us for several weeks or months. Please be assured that the Commission is committed to investigating your charge as expeditiously as possible. We regret that our staff size does not permit us to provide you with more frequent interim contacts without slowing the progress of our investigations. We ask for your understanding and patience in this regard.

If it is necessary for you to contact me regarding the investigation of your charge, you may write to me at the above address. Please make certain that any documents submitted include your charge number. Also, if you wish to submit additional information, or report additional complaints of discrimination to us, including claims of retaliation by Respondent against you for filing your present charge, you may do so in writing (see mailing address and fax number above).

You are also reminded of your duty to inform the Commission if your telephone number or address changes or of any prolonged absence from your current address. You are further reminded of your obligation to claim certified mail which may be sent by the Commission during the investigative process.

For any questions, please contact the undersigned by phone at (305) 808-1819.

Sincerely,


Investigator Regisme

(305) 808-1819

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

DEFENDANT'S
EXHIBIT 16

E. Neitzelt
1-20-20 JK

tabbles

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,

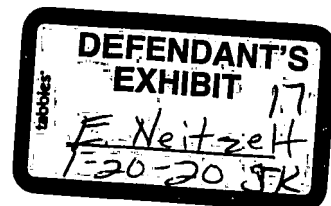
Defendants. /

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 Cxyz 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

EXHIBIT A

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 CXYZ LAW FIRM, P.A., 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, mailing address by e-mail to catherineczyk@icloud.com, hereinafter referred to as the "Attorney."

PURPOSE OF REPRESENTATION

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

ATTORNEY'S FEE

2. The Attorney shall be compensated for services rendered at the rate of Three Hundred Fifty Dollars (\$350.00) per hour for any time expended on behalf of the Client. However, this quoted rate shall be increased by Fifty Dollars (\$50) per hour for any and all time expended in court appearances. Travel time to Court will be charged from a Regus office in the county in which the lawsuit is filed.

3. The Attorney shall likewise be compensated at the above quoted rate for any and all time expended in collecting and/or attempting to collect from the Client amounts owed to the Attorney under this agreement.

4. The Client will be invoiced by the Attorney on a periodic basis. Invoices are due and payable upon receipt. Accounts more than thirty (30) days past due are subject to an interest rate of Eighteen Percent (18%) per year (1.5% per month). In the event that the Client pays by a check that is returned by the bank for any reason, the Client shall be responsible for all costs incurred by the Attorney stemming from the return of the check. Attorney reserves the right to report delinquent accounts to the appropriate credit agencies.

5. The Client shall keep the Attorney advised of any changes in his or her phone number or billing address.

6. In the event that the representation of the Client should continue for more than one year, the quoted hourly rate may be increased upon Thirty (30) days written notice to the Client.

RETAINER

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

EXPENSES

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

APPROVAL NECESSARY FOR SETTLEMENT

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

ASSOCIATION OF OTHER ATTORNEY

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

COOPERATION OF THE CLIENT

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

TERMINATION

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

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

GOVERNING LAW

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

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

PARTIES BOUND

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

LEGAL CONSTRUCTION

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

PRIOR AGREEMENTS SUPERSEDED

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

PREVAILING PARTY TO BE AWARDED ATTORNEY'S FEES

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

EXECUTED the day and year stated above.

ATTORNEY:

THE CZYZ LAW FIRM, P.A.

By: _____
CATHERINE E. CZYZ, Esquire

CLIENT:

Print:

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

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

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

3. Paragraph 2. is modified to provide that:

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

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

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

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

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

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

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

_____ Date executed: _____
Catherine E. Czyz, Esq.

Erin Neitzelt Date executed: 7/25/16
Erin Neitzelt

Witness as to Client's signature:

Name: Justin A. Neitzelt

Address: 118 Martha Drive St. Charlesville, Ohio 43980

Telephone No.: 740-526-1841

Signature: Justin A. Neitzelt

CONTINGENCY FEE AGREEMENT

Erin Neukert the undersigned client, hereinafter referred to as "CLIENT" do hereby retain and employ The Coz 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 CLIENTS 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 or settlement, or if the cost is unknown, on the present money value of the structured verdict or settlement, whichever is less. If the damages and the fees are to be paid out over the long term figure schedule, then this limitation does not apply. Attorney may sign or execute the settlement or judgment draft for the CLIENT for deposit into the lawyer's trust account.

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

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

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

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

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

This contract may be canceled by written notification to the ATTORNEY at any time within three (3) business days of the date the contract was signed, as shown below, and, if canceled, the CLIENT shall not be obligated to pay any fees to ATTORNEY for the work performed during that time. If the ATTORNEY has advanced funds in representation of the CLIENT, ATTORNEY is entitled to be reimbursed for such amount 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 25th day of November 2016

Erin Neitzelt
CLIENT ERIN NEITZELT

I HEREBY CERTIFY that on this date 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

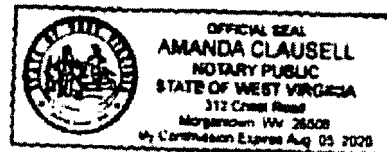
acknowledged before me that he executed same () who is personally known to me (), who has produced () as identification, and who () did () did not take an oath and who executed the foregoing

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 City Law Firm P.A.

STATEMENT OF CLIENTS 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 this 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

IN THE CIRCUIT COURT OF THE
20TH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA.

CASE NO: 2018 CA001244

ERIN BETH NEITZELT,

Petitioner,

vs.

CATHERINE ELIZABETH CZYZ,
And THE CZYZ LAW FIRM, P.A.,

Respondents.

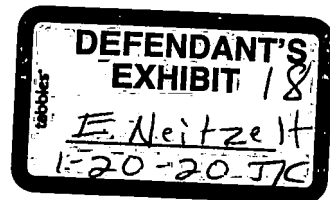
**RESPONDENTS' NOTICE OF FILING INTENT TO SEEK
FL STATUTE 57.105 ATTORNEY'S FEES AND COSTS**

Respondents, Catherine Elizabeth Czyz and The Czyz Law Firm, P.A., files this, their Notice of Filing Intent to Seek FL Statute 57.105 Attorney's Fees and Costs against Erin Beth Neitzelt, and her counsel, Scott E. Atwood, Esq., and Law Office of Scott E. Atwood, P.A..

RESPECTFULLY SUBMITTED,

/s/ Catherine E. Czyz

Catherine E. Czyz, Esq.
Florida Bar Number: 105627
The Czyz Law Firm, PLLC
USPS Mailing Address:
P.O.Box: 454
St. Clairsville, OH 43950



561-502-1542- direct
561-628-1044- office
777 S. Flagler Drive, Suite 800
West Tower
West Palm Beach, FL 33401

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished

by mail on July 3, 2018 to:

Scott E. Atwood, Esq.
Via E-portal/ e-service

By: /s/ Catherine E. Czyz

Catherine E. Czyz, Esq.
Florida Bar Number: 105627
The Czyz Law Firm, PLLC
USPS Mailing Address:
20351 NE 20th Place
Miami, FL 33179

561-502-1542- direct
561-628-1044- office
777 S. Flagler Drive, Suite 800
West Tower
West Palm Beach, FL 33401

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

The Czyz Law Firm, P.A.

Mailing Address:
931 Village Blvd., Suite 905 - 242
West Palm Beach, Florida 33409
Telephone: (561) 502-1542
Telephone: (561) 628-1044

Catherine E. Czyz, Esq.

August 3, 2018

**VIA CERTIFIED MAIL,
AND E-MAIL**

Scott E. Atwood, Esq.
2248 First Street
Ft. Myers, FL 33901

RE: *Neitzelt v. Czyz, et al.*

NOTICE OF INTENT TO SEEK LEGAL FEES PURSUANT TO FL STATUTE 57.105

Dear Mr. Atwood:

Enclosed is my Motion for FL Statute 57.105 attorney's fees. This letter is to give you notice in accordance with Florida Statute 57.105 that I intend to seek attorney's fees for the count (s) alleged by Erin Beth Neitzelt.

In order to cure this matter, please withdraw the Amended Complaint and pleadings/documents filed on March 27, 2018 and thereafter within the next twenty-one (21) days, otherwise the enclosed motion shall be filed with the Court.

PLEASE GOVERN YOURSELF ACCORDINGLY

Very truly yours,

THE CZYZ LAW FIRM, PLLC

By: _____
Catherine E. Czyz, Esq.




CEC/cc
Enclosure: Motion for 57.105 attorney's fees

Take advantage of features included with your account
(0/5 complete)

NOTICE SOMETHING MISSING?
✓ Complete now

Possible Owned Assets

The table below aggregates estimated values of property, vehicles, aircraft and watercraft that have been linked to Erin B Olexo. Following the table is detailed information on each identified asset.

All assets		▼
	3 properties	\$1,205,799
	8 vehicles	\$46,609
	2 watercraft	—
Estimated total value		\$1,252,408

Disclaimer: Please be advised that assets may be current or historical and actual value varies.



Higher Confidence

22 Woodcliff Dr. Fairmont, WV 26554 valued at **\$644,100**

Property Type —
Room Count 6 bedrooms & 6 bathrooms
Year Built 1998
Dimensions 5,388 sf building

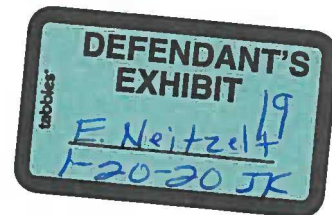


[View full property report \(/app/search/property?address=22+Woodcliff+Dr,+Fairmont,+WV+26554\)](/app/search/property?address=22+Woodcliff+Dr,+Fairmont,+WV+26554)

address=22+Woodcliff+Dr,+Fairmont,+WV+26554

Property Financials

Estimated Value	\$644,100	Mortgage Total	—
Purchase Price	—	Annual Taxes	\$4,833
Purchase Year	—		



AGE
50

Erin B Olexo
Fairmont, WV

Owner Details

The following individuals were identified as having ownership of this property

