

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

CATHERINE ELIZABETH CZYZ,

Respondent.

Supreme Court Case No.  
SC-

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

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**COMPLAINT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



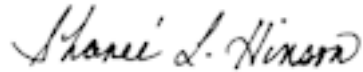
44. Respondent, however, certified in her 2015-2016, 2016-2017 and 2017-2018 Annual Membership Fee Statements that she was in compliance with the trust account and property safekeeping rules.

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

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

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

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



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## **CERTIFICATE OF SERVICE**

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



PATRICIA ANN TORO SAVITZ  
Staff Counsel

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

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

**MANDATORY ANSWER NOTICE**

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