

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
professional corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.
_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, FLORIDA INJURY LAW FIRM, P.A., by and through its undersigned counsel, hereby files this Complaint and Demand for Jury Trial and sues Defendants, THOMAS P. SCHMITT, MATTHEW D. VALDES, and FLORIDA PERSONAL INJURY LAW TEAM, LLC, and states:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, FLORIDA INJURY LAW FIRM, P.A. (“Florida Injury Law Firm”), is a Florida professional corporation with its principal place of business in Osceola County, Florida and is engaged in the practice of law throughout the State of Florida.

2. Defendant, THOMAS P. SCHMITT (“Schmitt”), is a resident of Orange County, Florida and is a personal injury attorney licensed by The Florida Bar.

3. Defendant, FLORIDA PERSONAL INJURY LAW TEAM, LLC (“Schmitt Law Team” or “Schmitt Legal Team”), is a Florida limited liability company with its principal place of business in Orange County, Florida. Schmitt is the manager and sole member of Schmitt Law Team.

4. Defendant, MATTHEW D. VALDES (“VALDES”), is a resident of Orange County, Florida and is a personal injury attorney licensed by The Florida Bar. Valdes is currently employed by Schmitt Law Team.

5. This court has subject matter jurisdiction, as this is an action for damages in excess of \$15,000, exclusive of interest, attorneys’ fees and costs and for temporary and permanent injunctive relief.

6. Venue is proper in Orange County, Florida because Defendants are residents of or have its principal place of business in Orange County, Florida and the contract at issue between Florida Injury Law Firm, Schmitt and Schmitt Law Team provides for venue in Orange County, Florida.

GENERAL ALLEGATIONS

7. Schmitt is a personal injury attorney who has a long history of pillaging clients from former law firm employers and/or partners.

8. In 2015, Schmitt was sued by his former law firm, A LAW FIRM OF LAURI J. GOLDSTEIN & ASSOCIATES, PLLC f/k/a A LAW FIRM OF GOLDSTEIN, SCHMITT & ASSOCIATES, PLLC (“Goldstein Firm”), for methodically campaigning to convince, by any means necessary, the entirety of the Goldstein Firm’s personal injury clients to terminate the Goldstein Firm and transfer their files to his subsequently formed law firm of Kogan, DiSalvo & Schmitt, P.A. (“KDS”).

9. Schmitt's partnership with KDS was short-lived, and he was quickly expelled from KDS for, among other things, what KDS labeled as mental instability, taking fees and issues relating to the KDS business, which was dissolved.

10. Not surprisingly, Schmitt was also unable to maintain a relationship with his next employer, All Injuries Law Firm, and found himself looking for employment with another successful personal injury law firm to serve as his personal book of business and quick client origination portal.

11. Unfortunately, Florida Injury Law Firm became Schmitt's next victim and now finds itself being gutted of clients and earned attorneys' fees at the hands of Defendants.

12. Florida Injury Law Firm is a clients first, results oriented personal injury law firm with several decades of combined experience handling personal injury and wrongful death cases. Johnny Pineyro, Esq. is the owner and managing shareholder of Florida Injury Law Firm.

13. Established in 2008, Florida Injury Law Firm has spent the last ten (10) years positioning itself as a premier personal injury law firm in Central Florida through its personalized client service, impressive results, and carefully choreographed marketing strategy.

14. Florida Injury Law Firm's extensive marketing plan gives the firm an advantage in the fiercely competitive plaintiff's personal injury market in Central Florida. Florida Injury Law Firm engages in print, digital and pointed marketing campaigns throughout Central Florida including, but not limited to, television commercials, billboards, and other mediums. Marketing is a significant portion of Florida Injury Law Firm's annual budget.

15. Desiring to ride on the coattails of Florida Injury Law Firm's success and marketing dollars, Schmitt sought employment with Florida Injury Law Firm in a Trial Attorney position, which allowed him the opportunity to build relationships in a short period of time with Florida

Injury Law Firm's clients and methodically plan his next abrupt exit and scheme to loot clients that he did NOT generate and that he did NOT contribute to the funds necessary to originate those clients through advertising dollars. Valdes also took part in this scheme as discussed herein; however, Schmitt was and remains the "ringleader" between the two of them.

16. On or about April 1, 2017, Florida Injury Law Firm and Schmitt entered into an Employment Agreement where Schmitt was employed by Florida Injury Law Firm as a personal injury attorney. A true and correct copy of the Employment Agreement is attached hereto as **Exhibit "A."**

17. As a Trial Attorney, Schmitt was responsible for handling certain cases on a pre-suit and litigation basis; and he along with Valdes had access to Florida Injury Law Firm clients.

18. Pursuant to Paragraph 19 of the Employment Agreement, Schmitt was paid a generous base salary plus bonuses after reaching an agreed upon annual net fee to the firm on cases handled by Schmitt. Additionally, Schmitt received additional compensation for clients originated solely through Schmitt, which specifically excluded any clients retained by virtue of Florida Injury Law Firm's advertisements, firm referral sources, or referrals from other firm clients. The latter of which Schmitt and Defendants have wrongfully pillaged from the Florida Injury Law Firm.

19. In exchange, pursuant to Paragraph 23 of the Employment Agreement, Schmitt made covenants not to solicit firm clients or employees:

Non-Solicitation of Clients. Attorney shall not, directly or indirectly, during the term of his employment, contact any clients of the Company for purposes of representing such clients personally or through another law firm or to encourage any client to discharge the Company. Subsequent to Attorney's termination of employment with the Company for any reason, Attorney shall not, directly or indirectly, contact any clients of the Company for any reason unless such clients first contact Attorney. The Company and Attorney agree that clients whose files were being worked on by the Attorney will be notified within ten (10) business days after Attorney's

employment is terminated with the Company by a joint letter from the Company and the Attorney, sent by the Company on the Company's stationary, informing clients that the Attorney has left the Company, informing client of the Attorney's new professional address and information the client that the client's file will be handled by the Company unless the client chooses otherwise. A copy of the joint letter to be sent to the Company's clients [was attached to the Employment Agreement] as Exhibit "A."

20. Further, pursuant to Paragraph 22 of the Employment Agreement, Florida Injury Law Firm and Schmitt agreed to the following fee-splitting structure should the firm's client choose to retain Schmitt as their counsel upon his termination from the firm:

...Due to the value associated with procurement of meritorious cases and the effort necessary to determine the viability of a matter and develop the matter at the onset, coupled with the fact that Attorney, would, in all probability, not have had contact with the client but for his association with the Company, it is agreed that the reasonable fee due the Company shall be a minimum of 80% of all fees generated in a matter in which the Company ever provided representation.

Regarding "Originated Clients" by the Attorney: If the Attorney's originated client...chooses to have the Attorney represent him upon termination of the Attorney, the fee payable to the Company shall be 50% of the net fee. If such case has been represented by the Company for more than twelve (12) calendar months the fee payable shall be 60% of the net fee.

...In addition to fees payable to the Company pursuant to this agreement, Attorney agrees to ensure that the Company is reimbursed for all costs expended.

21. As experienced by Schmitt's prior employers/victims, Schmitt relied on charm and insincere flattery to camouflage his intent to plunder and pillage Florida Injury Law Firm's clients. Unaware of Schmitt's true intentions, Schmitt was given unfettered access to Florida Injury Law Firm's clients, which were generated through Florida Injury Law Firm's marketing dollars, efforts and relationships.

22. True to form, Schmitt, with the assistance of Valdes, lured Florida Injury Law Firm into a false sense of camaraderie and trust through charades of a long-term relationship which would be mutually and monetarily beneficial to each party. One example includes Schmitt's recent December 23, 2017 email to the firm, which states in part:

Happy Holidays Johnny. We do have a great team and we have changed lives! And next year we will change many more lives.

I am very grateful for your having put this firm and this team together for us. It is a one of a kind opportunity!

I also personally look forward to coming into the office and spending time with this team every single day....We love working for this firm! There is nothing like the feeling of waking up and looking forward to the day. Those of us who have woken up and dreaded going to work in the past appreciate our amazing law firm that much more....

A true and correct copy of Schmitt's December 23, 2017 email is attached hereto as **Exhibit "B."**

23. Shortly thereafter, on the pretense of tax saving opportunities, Schmitt asked Florida Injury Law Firm to change its position from employee to independent contractor, with all other contractual terms remaining the same between the parties. Schmitt memorialized his request in an email dated January 2, 2018, which states:

Hi Johnny,

I was reviewing my tax situation with my accountant and because my W2 income is a substantial portion of my total income, he wants me to form a corporation. He says this will benefit both you and me tremendously, without any downside to you whatsoever:

- 1) We would adopt our contract (and any new contract in April 2018) with me as an independent contractor...**so each and every term of our contract would remain the same;**
- 2) You would simply pay my corporation ... (my current payroll before deductions) plus any percentage bonuses every payroll;
- 3) Any reimbursements would be to my corporation;
- 4) You would pay no employment taxes;
- 5) You would have no unemployment liability;

6) I also need a 401K...and I could open my own this way and pay my health/dental insurance through my own business.

As there are no downsides to this arrangement to you (or to me for that matter...) please agree that we can begin this year with this arrangement. I will form the corporation immediately upon your consent and will give ... you all of the information you will need.

(emphasis added). A true and correct copy of Schmitt's January 2, 2018 email is attached hereto as **Exhibit "C."**

24. Florida Injury Law Firm agreed to Schmitt's request to restructure the classification of his employment with Florida Injury Law Firm for tax purposes only so long as all other terms of the parties' Employment Agreement to remained the same.

25. On January 10, 2018, at Schmitt's urging and speciousness, and with Valdes lurching anxiously in the background, Florida Injury Law Firm and Schmitt entered into that certain Independent Contactor Agreement effective as of January 2, 2018. A true and correct copy of the Independent Contactor Agreement is attached hereto as **Exhibit "D."**

26. At the time of entering into the Independent Contractor Agreement, Schmitt and Valdes knew they had already set the course to leave the firm and take as many clients and employees with them as possible without ever spending one dollar to originate those clients. Schmitt used the Florida Injury Law Firm as a staging grounds to gain immediate access to approximately 200 clients, establish contact with those clients and then "pounce" when the time was right in an effort to steal each and every client from the Florida Injury Law Firm.

27. As agreed to by the parties, the Independent Contractor Agreement contains non-solicitation agreements prohibiting Schmitt from soliciting Florida Injury Law Firm's clients, employees or referral sources.

28. Section 7.6 of the Independent Contactor Agreement, which prohibits solicitation of clients, states:

7.6 Non-Solicitation of Clients (Exhibit A Joint Letter)

Contractor shall not, directly or indirectly, during the term of his employment, contact any clients of the Company for purposes of representing such clients personally or through another law firm or to encourage any client to discharge the Company. Subsequent to Contractor's termination of employment with the Company for any reason, Contractor shall not, directly or indirectly, contact any clients of the Company for any reason unless such clients first contact Contractor. The Company and Contractor agree that clients whose files were being worked on by the Contractor will be notified within ten (10) business days after Contractor's employment is terminated with the Company by a joint letter from the Company and the Contractor, sent by the Company on the Company's stationary, informing clients that the Contractor has left the Company, informing client of the Contractor's new professional address and information the client that the client's file will be handled by the Company unless the client chooses otherwise. A copy of the joint letter to be sent to the Company's clients is attached to this Agreement as Exhibit "A."

29. Section 4.1 of the Independent Contactor Agreement, which requires Schmitt provide fourteen (14) day written notice prior to termination of the agreement, states:

4.1. Termination at Will. This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company. Contactor may terminate this Agreement upon fourteen (14) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and the Contractor.

30. Pursuant to the parties' negotiations and stated intent, the Independent Contactor Agreement was to contain the agreed upon fee structure in relation to all Florida Injury Law Firm's clients who choose to transfer their files to Schmitt upon his termination from the firm. Specifically, the Independent Contactor Agreement was to restate and reaffirm the parties' agreement that Florida Injury Law Firm is entitled to 80% of all fees generated in any matter in

which the firm ever provided representation and is entitled to 50% of all fees generated on clients originated by Schmitt, as specifically set forth in Paragraph 22 of the Employment Agreement (“Fee Agreement Upon Termination”).

31. Through inadvertence and fraud, the parties failed by mistake to incorporate the Fee Agreement Upon Termination into the written Independent Contractor Agreement. Seizing on the mutual mistake and/or Schmitt’s calculated fraud, Schmitt and Valdes immediately began implementing their scheme to steal Florida Injury Law Firm’s clients.

32. Rather than be grateful for the “one of a kind opportunity” afforded by Florida Injury Law Firm, Schmitt masterminded a conspiracy with Valdes, an attorney employee of the firm, to steal as many of Florida Injury Law Firm’s clients as possible.

33. During the period leading up to Schmitt’s departure from Florida Injury Law Firm in December 2017 and January through March 2018, Schmitt had secret meetings with Valdes to discuss their departure from Florida Injury Law Firm, and formulate a scheme to solicit and procure Florida Injury Law Firm’s clients in breach of Schmitt’s Independent Contractor Agreement and/or Employment Agreement with the firm.

34. Schmitt and Valdes, while they were both still employed or engaged by Florida Injury Law Firm, engaged in a secret, aggressive and extensive campaign to solicit Florida Injury Law Firm’s clients and plan their scheme. Specifically, Valdes actively cooperated and conspired with Schmitt by gathering client contact information, altering certain “joint letters” that were not agreed to by the Florida Injury Law Firm and soliciting clients away from the Florida Injury Law Firm.

35. Additionally, Schmitt used unwitting employees of Florida Injury Law Firm to rob the firm blind of its clients and earned fees in breach of Schmitt’s Independent Contractor

Agreement and/or Employment Agreement with the firm. For example, on and before March 3, 2018, Schmitt requested Jazlyn Rosario (“Ms. Rosario”), a paralegal for Florida Injury Law Firm, assist him in preparing letters to Florida Injury Law Firm’s clients to announce his departure from the firm and to request they transfer their file to Schmitt’s new firm, Florida Personal Injury Law Team, LLC.

36. On and before March 3, 2018, Schmitt tasked Jazlyn Rosario with populating letters to all firm clients on whose files Schmitt had previously worked by falsely informing Ms. Rosario that he and Florida Injury Law Firm already agreed to the language of letter. Additionally, Schmitt tasked Ms. Rosario with preparing his electronic signature block for his new firm, Florida Personal Injury Law Team, LLC. Clearly, this was unequivocally false as set forth in Ms. Rosario’s affidavit attached hereto as **Exhibit “E.”**

37. On March 6, 2018, Schmitt abruptly resigned from Florida Injury Law Firm without notice in violation of the fourteen (14) day notice requirement set forth in Section 4.1 of the Independent Contractor Agreement.

38. Similarly, on March 6, 2018, Valdes followed his ringleader and abruptly resigned from Florida Injury Law Firm to go work for Schmitt Law Team and continue the orchestration of their scheme to pillage clients and acted on same.

39. In violation of the parties’ agreement, Schmitt, Valdes and Schmitt Law Team began forwarding client letters announcing Schmitt’s departure from Florida Injury Law Firm via electronic mail utilizing Schmitt’s DocuSign account, an internet and application based system designed to obtain electronic signatures (“Schmitt’s Departure Solicitations”). An example of Schmitt’s Departure Solicitation is attached hereto as **Exhibit “F.”** Interestingly, the DocuSign was not forwarded to the Florida Injury Law Firm, thereby giving Schmitt, Valdes and Schmitt

Legal Team the opportunity to call and contact clients once they selected the Florida Injury Law Firm as their attorney.

40. Upon information and belief, Schmitt, Valdes and Schmitt Law Team also sent Schmitt's Departure Solicitations to Florida Injury Law Firm's clients via US Mail.

41. Exhibit A to the Independent Contractor Agreement and/or the Employment Agreement is the agreed upon notification letter to clients upon Schmitt's departure from Florida Injury Law Firm ("Agreed Joint Letters"). Conversely, Schmitt's Departure Solicitations differed from the Agreed Joint Letters in content and elevated Schmitt and Schmitt Law Team as the primary selection choice for Florida Injury Law Firm's clients to choose when signing Schmitt's Departure Solicitations.

42. On March 6, 2018, Florida Injury Law Firm declared Schmitt and Schmitt's Law Team in breach of the applicable agreement(s) and demanded they cease and desist any further contact with Florida Injury Law Firm's clients in violation of the parties' agreement; yet, Schmitt's solicitation campaign aggressively continues today. See Exhibit "G" whereby Schmitt contacts a client to "make sure" the client "really" wants to stay with the Florida Injury Law Firm.

43. The solicitation tactics utilized by Schmitt include high-pressure sales pitches and deception. Under the false pretense of clarification, Schmitt has portrayed Florida Injury Law Firm's owner, Johnny Pineyro, as a liar and assured clients he would reimburse them for any fees owed to Florida Injury Law Firm when transferring their files to his new office. Such direct and false communications are a violation of the parties' agreement and the Rules Regulating the Florida Bar, and an example of same is attached hereto as **Exhibit "H."**

44. Defendants have successfully solicited approximately and/or over 30 clients of Florida Injury Law Firm in a clear and intentional violation of the non-solicitation provisions in

Schmitt's and Schmitt Law Team's Independent Contractor Agreement, and have continued their solicitation of Florida Injury Law Firm's clients. In fact, Plaintiff believes over 200 clients have been solicited through the use of e-mail and mail. These cases have a collective value in the millions of dollars.

45. Florida Injury Law Firm has agreed to pay undersigned counsel reasonable attorneys' fees, costs and expenses.

46. All conditions precedent to this action have been waived, satisfied, performed or otherwise excused.

COUNT I – PRELIMINARY AND PERMANENT INJUNCTION
(Schmitt, Valdes and Schmitt Legal Team)

47. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

48. This is an action for preliminary and permanent injunction against Schmitt, Valdes and Schmitt Legal Team.

49. Pursuant to the terms of Paragraph 23 of the Employment Agreement and Section 7.6 of the Independent Contractor Agreement, Schmitt and Schmitt Legal Team are prohibited from directly or indirectly communicating with the Florida Injury Law Firm's clients. Rather, upon Schmitt's departure from the firm, the Florida Injury Law Firm was to notify clients whose files were being worked on by Schmitt of his termination by a joint letter sent on its stationary and in the express form attached as Exhibit A to the applicable agreements. Valdes is now part of Schmitt Legal Team.

50. In clear violation of the parties' agreement, Schmitt, Valdes and Schmitt Legal Team have solicited clients of Florida Injury Law Firm and have sent deceptive commentary and Schmitt's Departure Solicitation to Florida Injury Firm's clients.

51. Florida Injury Law Firm will suffer irreparable harm should Schmitt, Valdes and Schmitt Legal Team be permitted to continue soliciting and stealing its clients.

52. Additionally, Rule 5-1.1(f) of the Rules Regulating the Florida Bar state:

(f) Disputed Ownership of Trust Funds. When in the course of representation as lawyer is in possession of property in which 2 or more persons (1 of whom may be the lawyer) claim interest, the property should be treated by the lawyer as trust property, but the portion belonging to the lawyer or law firm shall be withdrawn within a reasonable time after it becomes due unless the right of the lawyer or the law firm to receive it is disputed, in which event the portion in dispute shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute.”

53. Here, there is a dispute between Florida Injury Law Firm, on the one hand, and Schmitt, Valdes and Schmitt Legal Team, on the other, as to the percentage of fees Florida Injury Law Firm is entitled to recover on all former Florida Injury Law Firm’s client files. Despite their contention that all terms would remain the same between his Employment Agreement and his Independent Contractor Agreement, Schmitt, Valdes and Schmitt Legal Team now contend Florida Injury Law Firm can only recover on the basis of quantum meruit.

54. In accordance with the Rules Regulating the Florida Bar, Rule 5-1.1(f), all disputed fees should be held in trust pending the resolution of this action. Schmitt, Valdes and Schmitt Legal Team must be prohibited from releasing any disputed fees or negotiating a reduction in fees to preserve the candor of the court, protect the clients’ interests and dissipation of settlement funds.

55. Florida Injury Law Firm will be irreparably harmed should Schmitt, Valdes and/or Schmitt Legal Team swindle away settlement funds belonging to Florida Injury Law, especially since Schmitt has a history of bankruptcy and financial irresponsibility.

56. Florida Injury Law Firm has no adequate remedy at law.

57. Florida Injury Law Firm has a substantial likelihood of success on the merits.

58. Temporary and permanent injunctions will serve the public interest, especially that of the public's perception of the legal profession.

59. Accordingly, Florida Injury Law Firm is entitled to preliminary and permanent injunctive relief (a) prohibiting them from soliciting any additional clients of the Florida Injury Law Firm, (b) ordering Schmitt, Valdes and Schmitt Legal Team to send retraction letters to all Florida Injury Law Firm's clients who have already been solicited, (c) prohibiting Schmitt, Valdes and Schmitt Legal Team from disbursing any disputed funds held in trust relating to Florida Injury Law Firm's clients, (d) ordering Schmitt, Valdes and Schmitt Legal Team to provide an accounting Florida Injury Law Firm of all funds received on behalf of any existing or former Florida Injury Law Firm client, and (e) ordering Schmitt, Valdes and Schmitt Legal Team to deposit all disputed trust funds relating to any existing or former Florida Injury Law Firm client into the registry of the Court.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands entry of a preliminary and permanent injunction against Defendants, SCHMITT, VALDES AND FLORIDA PERSONAL INJURY LAW TEAM, LLC, and those acting in concert with them, (a) prohibiting them from soliciting any additional clients of the Florida Injury Law Firm, (b) ordering Schmitt, Valdes and Schmitt Legal Team to send retraction letters to all Florida Injury Law Firm's clients who have already been solicited; (c) prohibiting Schmitt, Valdes and Schmitt Legal Team from disbursing any disputed funds held in trust relating to Florida Injury Law Firm's clients, (d) ordering Schmitt, Valdes and Schmitt Legal Team to provide an accounting Florida Injury Law Firm of all funds received on behalf of any existing or former Florida Injury Law Firm client; (e) ordering Schmitt, Valdes and Schmitt Legal Team to deposit all disputed trust funds relating to any existing or former Florida Injury Law Firm client into the registry of the Court and (f) ordering

Schmitt, Valdes and Schmitt Legal Team to pay the Florida Injury Law Firm's attorneys' fees and costs pursuant to Paragraph 39 the Employment Agreement and/or Section 7.2 of the Independent Contractor Agreement.

COUNT II – REFORMATION OF INDEPENDENT CONTRACTOR AGREEMENT
(SCHMITT AND SCHMITT LEGAL TEAM)

60. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

61. This is an action against Schmitt and Schmitt Legal Team to reform the Independent Contractor Agreement.

62. Prior to executing the written Independent Contractor Agreement, Florida Injury Law Firm, on the one hand, and Schmitt and Schmitt Legal Team, on the other, reached an agreement to modify Schmitt's Employment Agreement for the sole purpose of reducing Schmitt's tax liabilities and increasing his deductions.

63. In connection therewith, the parties agreed the material terms of the Employment Agreement would remain unchanged, except that Schmitt would no longer be categorized as an employee but would act as an independent contractor for Florida Injury Law Firm. In other words, the parties agreed that all material terms of the Employment Agreement would be restated and reaffirmed in the Independent Contractor Agreement, except that:

- a. Florida Injury Law Firm would make all financial disbursements including payroll, bonuses and reimbursements to Schmitt Legal Team, rather than Schmitt individually;
- b. Florida Injury Law Firm would not be responsible for employment taxes and would have no liability for unemployment compensation; and
- c. Schmitt would procure his own 401K plan and pay for his personal health and dental insurance directly through Schmitt Legal Team.

64. The Independent Contractor Agreement does not correctly express the parties' agreement as it fails to include their agreement regarding the distribution of fees upon termination of Schmitt as set forth in Paragraph 22 of the Employment Agreement.

65. Specifically, at the time the Independent Contractor Agreement was executed, a scrivener's error or inadvertence caused a deviation between the original understanding of the parties, resulting in the omission the following material provision contained in the Employment Agreement:

Termination. Termination as utilized in this document shall be interpreted in the broadest sense and shall include any end [Contractor's] employment whether voluntary or not and whether initiated by either party or any event. [Contractor] shall be paid base salary until the date of [Contractor's] termination of employment. If [Contractor] is terminated before the payment of Additional Compensation for Originated Clients pursuant to [Section 3.1] of this [A]greement, [Contractor] will only receive such Additional Compensation for cases actually resolved during [Contractor's] employment. No other bonus and/or salary shall be paid from termination date.

Cases in which a client of the Company chooses representation by [Contractor] after [Contractor's] termination:

The parties acknowledge the potential for disputes, complications, the expenditure of time and resources caused by quantum merit fee claim and potential disputes arising between entities who may claim a right to a portion of attorney's fees in matters in which both entities have provided representation. In order to promote an orderly and practical transition from [Contractor's] termination form the Company the parties agree to the resolution of the fees in the manner set forth below. The parties agree these provisions are specifically designed to avoid time consuming quantum merit or other fee entitlement analysis, and are not intended to be punitive or restrict competition. The parties also recognize that clients have the right to choose their counsel.

Due to the value associated with procurement of meritorious cases and the effort necessary to determine the viability of a matter and develop the matter at the onset, coupled with the fact that [Contractor] would, in all probability, not have any contact with the

client but for his association with the Company, it is agreed that the reasonable fee due the Company shall be a minimum of 80% of all fees generated in a matter in which the Company had ever provided representation.

Regarding “Originated Clients” by Attorney: If Attorney’s originated client, as defined by [S]ection [3.1], chooses to have [Contractor] represent him upon termination of [Contractor], the fee payable to the Company shall be 50% of the net fee. If such case has been represented by the Company for more than twelve (12) calendar months the fee payable to the Company shall be 60% of the net fee.

The undersigned are obligated to do all that is necessary to ensure that payment of the fees set forth above are made to the Company together with all costs expended by the Company. It is agreed that this obligation shall continue to all agents or assigns of the firm and/or the Attorney. In addition to fees payable to the Company pursuant to this agreement, [Contractor] agrees to ensure that Company is reimbursed for all costs expended.

66. The parties executed the written Independent Contractor Agreement on the belief that it correctly embodied the terms of their understanding and agreement but were mutually mistaken.

67. On or about March 6, 2018, upon the resignation of Schmitt’s employment with the firm, Florida Injury Law Firm discovered the mistake in the written contract. Schmitt and Schmitt Legal Team refuse to reform the Independent Contractor Agreement to conform with the actual terms of the parties’ agreement.

68. As a result of the mutual mistake made by the parties as to the terms of the contract, Florida Injury Law Firm has suffered undue prejudice.

69. If the Independent Contractor Agreement is not reformed in the manner requested, Florida Injury Law Firm will suffer damages by virtue of Schmitt and Schmitt Legal Team retaining recovered attorneys’ fees that are the rightful property of Florida Injury Law Firm.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT AND FLORIDA PERSONAL INJURY LAW TEAM, LLC reforming the Independent Contractor Agreement so that it comports with the understanding reached by the parties prior to the execution of the written contract, attorneys' fees and costs pursuant to Paragraph 39 the Employment Agreement and/or Section 7.2 of the Independent Contractor Agreement and any other and further relief as the court may deem proper and just.

COUNT III – RESCISSION OF INDEPENDENT CONTRACTOR AGREEMENT
(SCHMITT AND SCHMITT LEGAL TEAM)
(PLED IN THE ALTERNATIVE TO COUNT II)

70. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

71. This is an action against Schmitt and Schmitt Legal Team to rescind the Independent Contractor Agreement.

72. Prior to executing the written Independent Contractor Agreement, Florida Injury Law Firm, on the one hand, and Schmitt and Schmitt Legal Team, on the other, reached an agreement to modify Schmitt's Employment Agreement on the purported basis of reducing Schmitt's tax liabilities and increasing his deductions.

73. In connection therewith, the parties mutually agreed the material terms of the Employment Agreement would remain unchanged, except that Schmitt would no longer be categorized as an employee but would act as an independent contractor for Florida Injury Law Firm. In other words, the parties agreed that all material terms of the Employment Agreement would be restated and reaffirmed in the Independent Contractor Agreement, except that:

- a. Florida Injury Law Firm would make all financial disbursements including payroll, bonuses and

reimbursements to Schmitt Legal Team, rather than Schmitt individually;

- b. Florida Injury Law Firm would not be responsible for employment taxes and would have no liability for unemployment compensation; and
- c. Schmitt would procure his own 401K plan and pay for his personal health and dental insurance directly through Schmitt Legal Team.

74. The Independent Contractor Agreement does not correctly express the agreement as acquiesced to by Florida Injury Law Firm as it fails to include the distribution of fees upon termination of Schmitt as set forth in Paragraph 22 of the Employment Agreement.

75. Specifically, at the time the Independent Contractor Agreement was executed it did not contain the following material provision contained in the Employment Agreement:

Termination. Termination as utilized in this document shall be interpreted in the broadest sense and shall include any end [Contractor's] employment whether voluntary or not and whether initiated by either party or any event. [Contractor] shall be paid base salary until the date of [Contractor's] termination of employment. If [Contractor] is terminated before the payment of Additional Compensation for Originated Clients pursuant to [Section 3.1] of this [A]greement, [Contractor] will only receive such Additional Compensation for cases actually resolved during [Contractor's] employment. No other bonus and/or salary shall be paid from termination date.

Cases in which a client of the Company chooses representation by [Contractor] after [Contractor's] termination:

The parties acknowledge the potential for disputes, complications, the expenditure of time and resources caused by quantum merit fee claim and potential disputes arising between entities who may claim a right to a portion of attorney's fees in matters in which both entities have provided representation. In order to promote an orderly and practical transition from [Contractor's] termination from the Company the parties agree to the resolution of the fees in the manner set forth below. The parties agree these provisions are specifically designed to avoid time consuming quantum merit or other fee entitlement analysis, and are not intended to be punitive or restrict competition. The parties also recognize that clients have the right to choose their counsel.

Due to the value associated with procurement of meritorious cases and the effort necessary to determine the viability of a matter and develop the matter at the onset, coupled with the fact that [Contractor] would, in all probability, not have any contact with the client but for his association with the Company, it is agreed that the reasonable fee due the Company shall be a minimum of 80% of all fees generated in a matter in which the Company had ever provided representation.

Regarding "Originated Clients" by Attorney: If Attorney's originated client, as defined by [S]ection [3.1], chooses to have [Contractor] represent him upon termination of [Contractor], the fee payable to the Company shall be 50% of the net fee. If such case has been represented by the Company for more than twelve (12) calendar months the fee payable to the Company shall be 60% of the net fee.

The undersigned are obligated to do all that is necessary to ensure that payment of the fees set forth above are made to the Company together with all costs expended by the Company. It is agreed that this obligation shall continue to all agents or assigns of the firm and/or the Attorney. In addition to fees payable to the Company pursuant to this agreement, [Contractor] agrees to ensure that Company is reimbursed for all costs expended.

76. Schmitt and Schmitt Legal Team lured Florida Injury Law Firm into entering into the Independent Contactor Agreement on the false pretense that the material terms of Schmitt's employment with the Florida Injury Law Firm would remain unchanged including, but not limited to, the provision concerning distribution of fees upon termination of Schmitt as set forth in Paragraph 22 of the Employment Agreement.

77. Schmitt and Schmitt Legal Team knew or should have known their representations were false as they were planning their exit from Florida Injury Law Firm at the time of entry of this agreement, they were not seeking a modification of the Employment Agreement for tax purposes and they had no intention of distributing client settlements in accordance paragraph 22

of the Employment Agreement upon the impending departure of Schmitt from Florida Injury Law Firm.

78. Schmitt and Schmitt Legal Team intended that the representations made by them would induce Florida Injury Law Firm into executing the Independent Contractor Agreement.

79. Florida Injury Law Firm has rescinded the contract and notified Schmitt and Schmitt Legal Team of such rescission.

80. Florida Injury Law Firm will restore the all benefits previously held by Schmitt under the terms of the parties' Employment Agreement.

81. Florida Injury Law Firm has not adequate remedy at law.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT AND FLORIDA PERSONAL INJURY LAW TEAM, LLC, rescinding the Independent Contractor Agreement and reinstating Schmitt's Employment Agreement, attorneys' fees and costs pursuant to Paragraph 39 the Employment Agreement and/or Section 7.2 of the Independent Contractor Agreement and any other and further relief as the court may deem proper and just.

COUNT IV – FRAUD IN THE INDUCEMENT
(SCHMITT AND SCHMITT LEGAL TEAM)
(PLED IN THE ALTERNATIVE TO COUNTS II AND III)

82. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

83. This is an action against Schmitt and Schmitt Legal Team for fraud in the inducement.

84. Prior to executing the written Independent Contractor Agreement, Florida Injury Law Firm, on the one hand, and Schmitt and Schmitt Legal Team, on the other, reached an

agreement to modify Schmitt's Employment Agreement on the purported basis of reducing Schmitt's tax liabilities and increasing his deductions.

85. In connection therewith, the parties mutually agreed the material terms of the Employment Agreement would remain unchanged, except that Schmitt would no longer be categorized as an employee but would act as an independent contractor for Florida Injury Law Firm. In other words, the parties agreed that all material terms of the Employment Agreement would be restated and reaffirmed in the Independent Contractor Agreement, except that:

- d. Florida Injury Law Firm would make all financial disbursements including payroll, bonuses and reimbursements to Schmitt Legal Team, rather than Schmitt individually;
- e. Florida Injury Law Firm would not be responsible for employment taxes and would have no liability for unemployment compensation; and
- f. Schmitt would procure his own 401K plan and pay for his personal health and dental insurance directly through Schmitt Legal Team.

86. The Independent Contractor Agreement does not correctly express the agreement as acquiesced to by Florida Injury Law Firm as it fails to include the distribution of fees upon termination of Schmitt as set forth in Paragraph 22 of the Employment Agreement.

87. Specifically, at the time the Independent Contractor Agreement was executed it did not contain the following material provision contained in the Employment Agreement:

Termination. Termination as utilized in this document shall be interpreted in the broadest sense and shall include any end [Contractor's] employment whether voluntary or not and whether initiated by either party or any event. [Contractor] shall be paid base salary until the date of [Contractor's] termination of employment. If [Contractor] is terminated before the payment of Additional Compensation for Originated Clients pursuant to [Section 3.1] of this [A]greement, [Contractor] will only receive such Additional Compensation for cases actually resolved during [Contractor's] employment. No other bonus and/or salary shall be paid from termination date.

Cases in which a client of the Company chooses representation by [Contractor] after [Contractor's] termination:

The parties acknowledge the potential for disputes, complications, the expenditure of time and resources caused by quantum merit fee claim and potential disputes arising between entities who may claim a right to a portion of attorney's fees in matters in which both entities have provided representation. In order to promote an orderly and practical transition from [Contractor's] termination from the Company the parties agree to the resolution of the fees in the manner set forth below. The parties agree these provisions are specifically designed to avoid time consuming quantum merit or other fee entitlement analysis, and are not intended to be punitive or restrict competition. The parties also recognize that clients have the right to choose their counsel.

Due to the value associated with procurement of meritorious cases and the effort necessary to determine the viability of a matter and develop the matter at the onset, coupled with the fact that [Contractor] would, in all probability, not have any contact with the client but for his association with the Company, it is agreed that the reasonable fee due the Company shall be a minimum of 80% of all fees generated in a matter in which the Company had ever provided representation.

Regarding "Originated Clients" by Attorney: If Attorney's originated client, as defined by [S]ection [3.1], chooses to have [Contractor] represent him upon termination of [Contractor], the fee payable to the Company shall be 50% of the net fee. If such case has been represented by the Company for more than twelve (12) calendar months the fee payable to the Company shall be 60% of the net fee.

The undersigned are obligated to do all that is necessary to ensure that payment of the fees set forth above are made to the Company together with all costs expended by the Company. It is agreed that this obligation shall continue to all agents or assigns of the firm and/or the Attorney. In addition to fees payable to the Company pursuant to this agreement, [Contractor] agrees to ensure that Company is reimbursed for all costs expended.

88. Schmitt and Schmitt Legal Team lured Florida Injury Law Firm into entering into the Independent Contactor Agreement on the false pretense that the material terms of Schmitt's

employment with the Florida Injury Law Firm would remain unchanged including, but not limited to, the provision concerning distribution of fees upon termination of Schmitt as set forth in Paragraph 22 of the Employment Agreement.

89. Schmitt and Schmitt Legal Team knew or should have known their representations were false as they were planning their exit from Florida Injury Law Firm at the time of entry of this agreement, they were not seeking a modification of the Employment Agreement for tax purposes and they had no intention of distributing client settlements in accordance paragraph 22 of the Employment Agreement upon the impending departure of Schmitt from Florida Injury Law Firm.

90. Schmitt and Schmitt Legal Team intended that the representations made by them would induce Florida Injury Law Firm into executing the Independent Contractor Agreement.

91. Florida Injury Law Firm suffered damages in justifiable reliance on the representations.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT AND FLORIDA PERSONAL INJURY LAW TEAM, LLC, for damages together with post-judgment interest, attorneys' fees and costs pursuant to Paragraph 39 the Employment Agreement and/or Section 7.2 of the Independent Contractor Agreement and any other and further relief as the court may deem proper and just.

COUNT V – BREACH OF INDEPENDENT CONTRACTOR AGREEMENT
(SCHMITT AND SCHMITT LEGAL TEAM)

92. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

93. This is an action breach of the Independent Contactor Agreement against Schmitt and Schmitt Legal Team.

94. The parties entered into a valid Independent Contractor Agreement.

95. Schmitt and Schmitt Legal Team committed material breaches of the Independent

Contacting Agreement by:

- a. Failing to provide fourteen (14) days written notice prior to his resignation from the firm;
- b. Soliciting Florida Injury Law Firm's clients;
- c. Sending purported Joint Letters to Florida Injury Law Firm's clients in a form different than the agreed-upon notification letters required under the terms of the parties' agreement;
- d. Soliciting Florida Injury Law Firm's non-attorney employees;
- e. Failing or refusing to tender 80% of all fees generated on Florida Injury Law Firm client files; and
- f. Failing or refusing to tender 50% of all fees generated on Florida Injury Law Firm client files, where the client originated solely through Schmitt's community, family, business marketing or personal efforts.

96. Florida Injury Law Firm suffered damages as a direct and proximate result of Schmitt's and Schmitt Legal Team's breach of the Independent Contractor Agreement.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT AND FLORIDA PERSONAL INJURY LAW TEAM, LLC, for all damages including costs of this action, interest, attorneys' fees and costs pursuant to Section 7.2 of the Independent Contractor Agreement and such further relief as this Court deems just and proper.

COUNT VI – BREACH OF EMPLOYMENT AGREEMENT
(SCHMITT)
(PLED IN THE ALTERNATIVE TO COUNTS II, IV AND V)

97. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

98. This is an action breach of the Employment Agreement against Schmitt.
99. The parties entered into a valid Employment Agreement.
100. Schmitt committed material breaches of the Employment Agreement by:
- a. Failing to provide twenty-one (21) days written notice prior to his resignation from the firm;
 - b. Soliciting Florida Injury Law Firm's clients;
 - c. Sending purported Joint Letters to Florida Injury Law Firm's clients in a form different than the agreed-upon notification letters required under the terms of the parties' agreement;
 - d. Soliciting Florida Injury Law Firm's non-attorney employees; and
 - e. Failing or refusing to tender 80% of all fees generated on Florida Injury Law Firm client files; and
 - f. Failing or refusing to tender 50% of all fees generated on Florida Injury Law Firm client files, where the client originated solely through Schmitt's community, family, business marketing or personal efforts.

101. Florida Injury Law Firm suffered damages as a direct and proximate result of Schmitt's breach of the Employment Agreement.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendant, THOMAS P. SCHMITT, for all damages including costs of this action, interest, attorneys' fees and costs pursuant to 39 of the Employment Agreement and such further relief as this Court deems just and proper.

COUNT VII – BREACH OF FIDUCIARY DUTY
(SCHMITT)

102. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

103. This is an action for breach of fiduciary duty against Schmitt.

104. Schmitt was a Trial Attorney for Florida Injury Law Firm and was responsible for presuit and litigation files.

105. Florida Injury Law Firm reposed trust and confidence in Schmitt by virtue of his relationship as Trial Attorney for the firm.

106. Schmitt undertook such trust and assumed a duty to advise, counsel and protect Florida Injury Law Firm, and Florida Injury Law Firm relied on the trust and confidence reposed by Schmitt.

107. As a fiduciary, Schmitt owed the Florida Injury Law Firm the following duties:

- a. Duty to refrain from self-dealing;
- b. Duties of loyalty and good faith;
- c. The overall duty not to take unfair advantage and to act in the best interest of the other party;
- d. The duty of honesty;
- e. The duty to disclose all material facts;
- f. The duty to place the Florida Injury Law Firm's interests before and above Schmitt's own interests; and
- g. The utmost duty of good faith and fair dealing.

108. Schmitt breached his fiduciary duty to Florida Injury Law Firm by :

- a. Failing to provide fourteen (14) days and/or twenty-one (21) days written notice prior to his resignation from the firm;
- b. Soliciting Florida Injury Law Firm's clients;
- c. Sending purported Joint Letters to Florida Injury Law Firm's clients in a form different than the agreed-upon notification letters required under the terms of the parties' agreement;
- d. Soliciting Florida Injury Law Firm's non-attorney employees; and
- e. Failing or refusing to tender 80% of all fees generated on Florida Injury Law Firm client files; and

- f. Failing or refusing to tender 50% of all fees generated on Florida Injury Law Firm client files, where the client originated solely through Schmitt's community, family, business marketing or personal efforts.

109. Florida Injury Law Firm has incurred damages as a direct and proximate result of Schmitt's breach of fiduciary duty.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendant, THOMAS P. SCHMITT, for all damages including costs of this action, interest and for such other relief this Court deems just and proper, and request a trial by jury on all issues so triable.

COUNT VIII – CONSPIRACY TO COMMIT BREACH OF FIDUCIARY DUTY
(SCHMITT AND VALDES)

110. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

111. This is an action for conspiracy to commit breach of fiduciary duty against Schmitt and Valdes.

112. At all times material, Valdes was aware that Schmitt was a Trial Attorney for Florida Injury Law Firm, oversaw several presuit and litigation files, and owed a fiduciary duty to Florida Injury Law Firm.

113. Schmitt and Valdes entered into a conspiracy to commit breach of Schmitt's fiduciary duties to the Florida Injury Law Firm.

114. In furtherance of the conspiracy, Valdes committed the over acts by, among other things, planning to pillage clients from Florida Injury Law Firm, solicit clients, alter the "joint letters," and improperly cause clients to believe that moving to the Schmitt Legal Team was in the clients' best interests, including sending e-mails and making phone calls to clients.

115. As a consequence of these acts performed pursuant to this conspiracy, the Florida Injury Law Firm has suffered damages.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT and MATTHEW VALDES, for all damages including costs of this action, interest and for such other relief this Court deems just and proper, and request a trial by jury on all issues so triable.

COUNT IX – AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(VALDES)

116. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

117. This is an action for aiding and abetting breach of fiduciary duty against Valdes.

118. As a Trial Attorney responsible for presuit and litigation files, Schmitt owed a fiduciary duty to the Florida Injury Law Firm.

119. At all times material, Valdes was aware that Schmitt was a Trial Attorney for Florida Injury Law Firm, oversaw several presuit and litigation files, and owed a fiduciary duty to Florida Injury Law Firm.

120. Valdes knowingly and intentionally aided and abetted Schmitt's breach of fiduciary duty to the Florida Injury Law Firm by, among other things, planning to pillage clients from Florida Injury Law Firm, solicit clients, alter the "joint letters," and improperly cause clients to believe that moving to the Schmitt Legal Team was in the clients' best interests, including sending e-mails and making phone calls to clients.

121. As a direct and proximate result of Valdes aiding and abetting Schmitt in breach of his fiduciary duties, the Florida Injury Law Firm has suffered damages.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendant, MATTHEW VALDES, for all damages including costs of this action, interest and for such other relief this Court deems just and proper, and request a trial by jury on all issues so triable.

COUNT X – QUANTUM MERUIT
(SCHMITT AND SCHMITT LEGAL TEAM)

122. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-46 as if fully set forth herein.

123. This is an action for quantum meruit against Schmitt and Schmitt Legal Team.

124. By virtue of the parties' mutual mistake and/or Schmitt's and Schmitt Legal Team's fraud, there is an absence of an express agreement regarding the distribution of attorneys' fees to Florida Injury Law Firm upon Schmitt's departure and taking of client files from the firm.

125. Florida Injury Law Firm provided a benefit in the form of goods and services accepted by Schmitt and Schmitt Legal Team.

126. Under ordinary circumstances, a reasonable person would reasonably expect to pay for such benefit.

127. Schmitt and Schmitt Legal Team failed and/or refuses to pay Florida Injury Law Firm for such benefit.

128. As a proximate and direct result of Schmitt's and Schmitt Legal Team's failure and or refuse, Florida Injury Law Firm has suffered damages.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., demands judgment against Defendants, THOMAS P. SCHMITT and FLORIDA PERSONAL INJURY LAW TEAM, LLC, for all damages allowed by law together with costs and interest and such further relief as this Court deems just and fair.

DEMAND FOR JURY TRIAL

Florida Injury Law Firm demands a jury trial on all issues so triable as of right.

Dated: March 9, 2018.

Pike & Lustig, LLP

/s/ Michael Pike

Michael J. Pike

Florida Bar No.: 617296

Daniel Lustig

Florida Bar No.: 059225

Talina Bidwell

Florida Bar No.: 493163

2465 Mercer Avenue, Suite 204

West Palm Beach, FL 33401

Telephone: (561) 855-7585

Facsimile: (561) 855-7710

pleadings@bigfirmalternative.com

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "A"

**FLORIDA INJURY LAW FIRM
EMPLOYMENT AGREEMENT**

AGREEMENT made April 1, 2017 between Florida Injury Law Firm, a Professional Association, duly organized under the laws of the State of Florida, hereinafter referred to as the Company, and, Thomas Schmitt an attorney duly licensed to practice law in the State of Florida, hereinafter referred to as the Attorney or Attorney below.

I. Term of Employment. The Company shall employ the Attorney from the date hereof for the purpose of rendering professional legal services to such members of the general public as are, or hereafter may be, accepted as clients by the Company. The terms of this agreement are retroactive to the first date of hire.

2. Duties of Attorney. The Attorney shall devote his full business time and attention to the practice of law on behalf of the Company and to the furtherance of the Company's best interests. He shall not engage in the practice of law except as an Attorney of the Company unless authorized by the Company to do so. The Company shall have the exclusive authority and power to determine who will be accepted as a client and to determine the matters to be assigned to the Attorney, the specific duties to be performed by him, and the standards of performance to be maintained by him.

Subject to the Code of Professional Responsibility of The Florida Bar, and all applicable laws, regulations, and rules of court, the Company shall have the following powers:

- (a) To assign clients to the Attorney;
- (b) To review all work performed by him and modify, cancel, or require him to revise such work or work product;
- (c) To determine the time and the manner of performance of all work; and
- (d) To determine standards of performance and, within reason, necessary hours of work.

3. Professional Standards. The Attorney agrees to abide by and perform his duties in accordance with the ethics of the legal profession and all federal, state, and municipal laws, regulations, and ordinances regulating the practice of law.

4. Accounting for Services. The Attorney shall keep an accurate record, in the form prescribed by the Company, of all work performed on clients' matters and affairs. All billings to

 179

clients be rendered through the Company's bookkeeping department and the Company shall have the exclusive authority to fix, and to determine procedures for fixing, fees to be charged to clients. All fees, compensation, moneys, and other things of value received or realized as a result of the rendition of professional legal services by the Attorney, and all income generated by the Attorney through the writing of articles, lecturing or teaching, or consultative work for any governmental agency, shall belong to the Company, whether paid directly to the Attorney or to the Company. The Company may in its sole discretion waive this requirement on a case by case basis. The Attorney may be required to render to the Company a true account of all such activities engaged in during the course of his employment. The Company shall render to the Attorney an annual statement of the income generated by his activities.

5. No Authority to Refer: Professional Fees: Outside Activities. Attorney agrees that he shall not refer any cases to any law firms or engage co-counsel to assist with Company cases without the express written permission of the Company, whether or not the Company is handling the case, declines representation or discharges the case. Attorney shall not engage in any related legal, professional or business activity while employed by Company without the written consent of the Company. All fees and remuneration arising from or received by Attorney from any related legal, professional or business activity, including but not limited to teaching, lecturing, or providing expert witness testimony, shall be deemed the property of the Company and shall be delivered to the Company when received by Attorney unless Company has given its written consent that Attorney may retain said fees and remuneration. Attorney currently has no interest in the representation of anyone other than those who are clients of the Company.

6. Compensation. For all services rendered by the Attorney, he shall be paid a salary plus bonus after meeting the annual hurdle, which is hereby incorporated by reference. For all forms of compensation for which a percentage of a fee is payable to Attorney pursuant to this agreement, the terms settled, resolved or similar words are intended to be interpreted broadly as any successful monetary recovery including but not limited to settlement by negotiation, compromise or verdict.

7. Additional Benefits. There are no additional benefits offered at this but Company reserves the right to offer benefits at its sole discretion.

DP PS

8. Working Facilities. The Company shall furnish the Attorney with an office, secretarial assistance, para-professional research aides and such other facilities and services as are considered customary, consistent with his Position, and adequate for the proper performance of his duties at the discretion of the Company.

9. Reimbursement of Expenses. The Company shall reimburse the Attorney for all expenses reasonably and necessarily incurred in the performance of his duties as set forth in this agreement. Such reimbursable expenses shall include (a) reasonable expenses for entertainment for the promotion of the business of the Company, (b) professional and other dues. Expenses in excess of \$150 must be approved in advance by the Company including any limo expenses.

Expenses incurred in excess of the allowable amount shall be the responsibility of the Attorney.

10. Authority to Bind the Company. The Attorney shall have no authority to enter into any contracts binding upon the Company, or to create any obligations on the part of the Company, except as shall be specifically authorized by an executive officer of the Company.

11. Continuing Education/Seminars/Bar Activities. The Attorney shall be granted leaves of absence with full payment of salary for attendance at conventions of professional organizations, continuing legal education institutes, and other meetings of a similar nature. Except for vacation expenses, expenses reasonably and necessarily incurred by the Attorney in connection with such activities shall be paid or reimbursed by the Company in accordance with this agreement.

12. Disability; Salary Continuation. If the Attorney shall become unable to perform his duties fully by reason of illness or incapacity of any kind and such condition shall continue for more than ninety days, the Company may, in its sole discretion, reduce or terminate his salary payments. Full salary shall be reinstated upon his return to full-time employment and full discharge of his duties.

13. Health and Hospitalization Benefits. The Attorney shall be responsible for insurance coverage on he/she and his or her dependents, if any.

14. Professional Liability Insurance. The Company provides a plan protecting itself and the Attorney for professional liability. The cost of such coverage is borne entirely by the Company. The Company reserves the right to cancel, change plans, limits of liability, and carriers, at its sole discretion.



15. Nonliability of Company. All matters of eligibility for coverage or benefits under any plan or plans of health, hospitalization, life, or other insurance shall be determined in accordance with the provisions of the insurance policies. The Company shall not be liable to the Attorney, his family, heirs, executors, or beneficiaries, for any payment payable or claimed to be payable under any plan of insurance.

16. Relationship of Parties. The relationship between the Company and the Attorney is that of an employer and an employee. As an employee, the Attorney shall be eligible to participate in any plans or arrangements or distributions by the Company pertaining to any pension, profit-sharing, bonus, or similar benefits provided for regular employees at the discretion of the Company.

17. Management Responsibility. The parties recognize that the business affairs of the Company shall be managed by the Company in accordance with the state statute controlling the organization and administration of professional companies.

18. Employment at Will. The Company is an "at will" Employer. The parties acknowledge and agree that employment under this Agreement is for no definite or guaranteed period. The Company may terminate the employment relationship at any time and for any reason, with or without cause or notice. Attorney may terminate this Agreement at any time, with or without cause, by giving at least twenty-one (21) days written notice of termination to Company.

19. Base Salary and Incentive Compensation. The Base Salary ("Base Salary") and Incentive Bonus Compensation ("Bonuses") paid to Attorney are as follows: \$ [REDACTED] USD base salary plus bonuses that are not paid until a \$ [REDACTED] hurdle (calculated as annual net fee to the firm on cases handled by Attorney) is reached. The Bonus paid after the hurdle is met will be: [REDACTED]% paid of net firm fee ("Net firm fee" shall mean the net fees to the Company after the reduction of any fee liens from Attorney former law firm(s), and after reduction for any referral or co-counsel fees to other law firms, and after any other fee reductions of any type. In other words, these are the fees actually collected and retained by the Company after any such reductions listed above) for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and yield a net fee to the firm under \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and yield a net fee to the firm between \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and provide a net fee to the firm over \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing



meaningful work to resolve the case) for all litigation cases that are at issue and resolve. Compensation shall be reviewed annually, and changes to the Base Salary and Bonuses, if any, shall be made by Company in its sole discretion.

Additional Compensation - Originated Clients. In the event that the Attorney brings clients to the Company solely through Attorney's community, family, business, marketing, or personal contacts ("Originated Clients") then the Attorney shall be entitled to receive as additional compensation an amount up to [REDACTED] (%) percent of the "Net Attorney's Fees" actually collected, received and retained by the Company from such Originated Clients during Attorney's employment. "Originated Clients" for the purpose of this entire document, shall not include any clients who retain the Company through any form of advertising or as a result of being referred by existing or former clients or any other company or person(s). Originated Clients shall also not include any clients from any referral source that was a "pre-existing referral source" for the Company. The definition of "pre-existing referral source" shall be a referral source or client that was entered into the Company's database at the Company's office prior to the date of this Agreement. In no event shall the combination of referral fees/liens and bonus and credit for Originated Clients exceed [REDACTED] (%) percent of the total fee, i.e., if a lien or co-counsel fee is payable to a prior attorney in an amount exceeding [REDACTED]%, the additional compensation under this paragraph would not apply. Additional Compensation under this Section shall be in addition to Attorney's salary and Bonus Compensation and shall be payable to Attorney under this paragraph no later than thirty (30) days after the Company receives the "Net Attorney's Fees" from Originated Clients except during Attorney's probationary period which shall be administered as described below. All matters Attorney believes are Originated Clients must be brought to the attention of the Company in writing within ten (10) days of that client retaining the Company and agreed upon by the Company in writing to be considered an "Originated Client" pursuant to this paragraph and found to be appropriate for this additional compensation by Johnny Pineyro or compensation under this section is deemed waived.

20. Probationary Period. The initial ninety (90) days of Attorney's employment with Company will be on a probationary basis ("Probationary Period"). During the Probationary Period, Attorney shall not earn or be permitted any paid vacation days. In the event that Attorney's employment is terminated during the Probationary Period, the Company will have no obligation beyond Attorney's base pay. Any bonus or other compensation generated during the probationary period shall be withheld until the end of the initial ninety days of employment and shall only then be payable if Attorney's employment continues thereafter.
21. Vacation, Sick and/or Personal Days. Attorney shall be entitled to paid vacation as follows; two (2) weeks

of paid vacation after Attorney has been employed by Company for one (1) year; three (3) weeks of paid vacation after Attorney has been employed by Company for two (2) years; and four (4) weeks of paid vacation after Attorney has been employed by Company for five (5) years. Attorney shall be permitted five (5) sick days per year. Vacation and Sick Time that were not used in any year shall not be carried forward to the following year and under no circumstance will the Company be obligated to pay Attorney for any unused vacation or sick time. All vacation time must be coordinated with and approved by the Company.

22. Termination. Termination as utilized in this document shall be interpreted in the broadest sense and shall include any end to Attorney employment whether voluntary or not and whether initiated by either party or any event. Attorney shall be paid base salary until the date of Attorney's termination of employment. If Attorney is terminated before the payment of any Additional Compensation for Originated Clients pursuant to Paragraph 20 of this agreement, Attorney will only receive such Additional Compensation for cases actually resolved during Attorney's employment. No other bonus and/or salary shall be paid from termination date.

Cases in which a client of the Company chooses representation by Attorney after Attorney's termination:

The parties acknowledge the potential for disputes, complications, the expenditure of time and resources caused by a quantum merit fee claim and potential disputes arising between entities who may claim a right to a portion of attorney's fees in matters in which both entities have provided representation. In order to promote an orderly and practical transition from Attorney's termination from the Company the parties agree to the resolution of the fees in the manner set forth below. The parties agree these provisions are specifically designed to avoid time consuming quantum merit or other fee entitlement analysis, and are not intended to be punitive or restrict competition. The parties also recognize that clients have the right to choose their counsel.

Due to the value associated with procurement of meritorious cases and the effort necessary to determine the viability of a matter and develop the matter at the onset, coupled with the fact that Attorney would, in all probability, not have had contact with the client but for his association with the Company, it is agreed that the reasonable fee due the Company shall be a minimum of 80% of all fees generated in a matter in which the Company had ever provided representation.

Regarding "Originated Clients" by Attorney: If Attorney's originated client, as defined by section 20 above, chooses to have Attorney represent him upon termination of Attorney, the fee payable to the Company shall be 50% of the net fee. If such case has been represented by the Company for more



than twelve (12) calendar months the fee payable to the Company shall be 60% of the net fee.

The undersigned are obligated to do all that is necessary to ensure that payment of the fees set forth above are made to the Company together with all costs expended by the Company. It is agreed that this obligation shall continue to all agents or assigns of the firm and/or the Attorney. In addition to fees payable to the Company pursuant to this agreement, Attorney agrees to ensure that the Company is reimbursed for all costs expended.

23. Covenants by Attorney.

Non-Solicitation of Clients. Attorney shall not, directly or indirectly, during the term of his employment, contact any clients of the Company for purposes of representing such clients personally or through another law firm or to encourage any client to discharge the Company. Subsequent to Attorney's termination of employment with the Company for any reason, Attorney shall not, directly or indirectly, contact any clients of the Company for any reason unless such clients first contact Attorney. The Company and Attorney agree that clients whose files were being worked on by the Attorney will be notified within ten (10) business days after Attorney's employment is terminated with the Company by a joint letter from the Company and the Attorney, sent by the Company on the Company's stationary, informing the clients that the Attorney has left the Company, informing the client of the Attorney's new professional address and informing the client that the client's file will still be handled by the Company unless the client chooses otherwise. A copy of the joint letter to be sent to the Company's clients is attached to this Agreement as Exhibit "A"

Non-Solicitation of Employees. At all times while the Attorney is employed by the Company and for a two (2) year period after the termination of the Attorney's employment with the Company for any reason, the Attorney shall not, directly or indirectly, personally or for any other law firm or business, employ or attempt to employ or enter into any contractual arrangement with any non-attorney employee or former non-attorney employee of the Company, unless such non-attorney employee or non-attorney former employee has not been employed by the Company for a period in excess of six (6) months.

24. Non-Solicitation of Referral Sources. Attorney shall not, directly or indirectly, contact the Company's referral attorneys, or other referral sources of any type, including physicians, at any time to encourage them or solicit them to send business to Attorney, directly or indirectly, subsequent to Attorney's termination with the Company.

25. Custody of Client Files and Records. Attorney understands and agrees that during the Employment Term and thereafter all client records, case records, client appointment sheets, client computer record,



including billing records, clients' names, addresses and telephone numbers, case histories, "pad" notes, medical records, or PIP or regular files concerning clients of the Company shall belong to and remain the property of the Company. Upon termination of employment, Attorney shall not be entitled to keep any original or electronic records, files or preserve any records or files of Company as to any client. In no circumstance shall Attorney contact or solicit clients of Company either in anticipation of or after termination of employment. If a client requests a copy of his/her file because a client of the Company has retained Attorney after Attorney's termination, the Company will provide a copy of the file upon receipt of payment of all costs advanced by the Company on the client's behalf and the payment of reasonable copying charges. Attorney hereby irrevocably and unconditionally waives any right he may have to assert a charging or other lien on any client file for legal work performed while an Attorney under this Agreement.

26. Disclosure of Information. Attorney recognizes and acknowledges that all records, files, reports, protocols; policies manuals, databases, processes, procedures, computer systems, materials and other documents pertaining to services rendered by Attorney hereunder, including client files, or to the operations of Company, belong to and shall remain the property of the Company and constitute proprietary information and trade secrets of Company. Attorney recognizes and acknowledges that the terms of this Agreement, as well as Company's proprietary information and trade secrets as they may exist from time to time, are valuable, special, and unique assets of the Company's business. Attorney shall not, during or after employment, disclose such proprietary information of Company or trade secrets of Company to any other firm, person, company, association or other entity for any reason or purpose whatsoever, or use such information for his own benefit, without the prior written consent of Company unless otherwise required to disclose such information in accordance with appropriate judicial process.

27. Injunctive Relief. Attorney and the Company understand and agree that both have a paramount interest in upholding the integrity and honor of the legal profession. Further, both agree and pledge that neither shall express disparaging or negative comments, public or private, regarding the other. Moreover, both Attorney and the Company agree to the imposition of injunctive relief should any such commentary become evident. Attorney acknowledges that the confidentiality restrictions contained in this section are a reasonable and necessary protection of the legitimate trade secrets and business interests of Company. In the event of any violation of these restrictions, the Company shall be entitled to preliminary and permanent injunctive relief in the Circuit Court in and for Charlotte County, in addition to any other remedy, and may be entitled to be reimbursed by the Attorney for any attorneys' fees and costs, at all pre-trial and appellate levels, incurred as a result thereof. Nothing herein contained may be construed as prohibiting Company from pursuing any other legal or equitable remedies available to Company due to a violation of the restrictions set forth in this Article, including monetary damages and other relief.

Handwritten initials, possibly "JRS", in the bottom right corner of the page.

28. Representations and Warranties.

Attorney represents and warrants at all times during the Employment Term that:

1. Attorney is licensed to practice law in the State of Florida.
2. Attorney has disclosed and will disclose (as promptly as practicable following Attorney obtaining knowledge thereof) to Company the following matters, whether occurring prior to the Effective Date or at any time during the Employment Term:
 - a. any actual or threatened malpractice suit, any actual or constructively known claim (whether or not filed in Court), settlement, settlement allocation, judgment, verdict or decree against Attorney, which claim, settlement allocation, judgment, verdict or decree relates to Attorney's practice of law;
 - b. any actual or constructively known disciplinary investigation or proceeding instituted against Attorney by The Florida Bar.
 - c. any criminal complaint, indictment or criminal proceeding in which Attorney is named as a defendant;
 - d. any physical or mental illness or condition that impairs or is likely to impair the Attorney's ability to practice law; any dependency on, or habitual use or abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification treatment, recovery, rehabilitation, counseling, screening or monitoring program;
 - e. any actual or constructively known allegation, or any investigation or proceeding based upon any allegation, against the Attorney for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of law; and
 - f. any denial or withdrawal of an application to practice law in any other state.

29. Fees for Services. All fees, compensation, monies and other things of value received or realized as a result of the rendering of legal services by Attorney pursuant to this Agreement shall belong to and be paid and delivered to the Company. Attorney is prohibited from accepting gifts, including cash, from clients without the prior written consent of the Company. Attorney agrees that, during employment, Attorney shall not bill to or collect from any client or third party payor any amount for legal services rendered hereunder, unless otherwise reasonably requested by the Company. Attorney hereby irrevocably assigns and grants to Company the right to bill and collect from clients or third party payors for all services rendered by Attorney, hereunder,



regardless of the location where any such legal services may be rendered by Attorney. Attorney agrees to execute any and all documents reasonably deemed necessary by Company to carry out the provision of this Section. Unless otherwise agreed by Attorney, all billing and collection activities shall be conducted as part of the regular business operations of the Company. Such procedures shall include but not be limited to sending bills, filing insurance claims, and making telephone calls.

30. Setting of Fees. Company shall have exclusive authority to determine the fees to be charged clients.

31. Power of Attorney. Attorney does hereby appoint Company as his attorney-in-fact to execute, deliver or endorse checks, applications for payment, insurance claim forms or other instruments required, as determined by Company in its sole discretion, necessary to fully collect, secure or realize all sums lawfully due to Company for services rendered by the Attorney under this agreement during employment. The power of attorney granted to Company by the Attorney in the preceding sentence shall be in force until all such checks, applications for payment, insurance claim forms or other required instruments are endorsed and shall survive expiration or termination of employment.

32. Interest in Company Clients Post-Termination of Employment. Upon the termination of employment under this Agreement, Attorney shall have no right or interest thereafter in the Company's clients, files, records or affairs. Attorney shall have no further professional duties to the Company or any of its clients and shall be privileged to serve none of them thereafter. Attorney shall immediately remove himself and his personal effects from the Company's offices.

33. Governing Law, Arbitration and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive jurisdiction of which shall rest with the Circuit Court in and for Osceola County, any controversy or claim arising out of or related to this Agreement, or any breach thereof, shall be settled by arbitration in Osceola County, in accordance with the rules and procedures of alternative dispute resolution and arbitration established by the American Arbitration Association ("AAA"). The parties agree to the appointment of a single arbitrator to resolve any controversy or claim arising out of or related to this Agreement and further agree that the arbitrator must be an active, practicing attorney licensed by The Florida Bar.

34. Entire Agreement: Amendment. This Agreement together with Exhibit "A" constitute the entire agreement between the parties hereto with respect to the subject matter hereof and upon



its effective date shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Attorney and the Company with respect to such subject matter. This Agreement may not be amended or modified in any way unless by a written instrument signed by both the Company and the Attorney.

35. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be hand delivered, personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed facsimile transmission addressed as set forth herein. Notices hand delivered, personally delivered, sent by facsimile or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the addressee, as evidenced by the

return receipt thereof, or three (3) days after deposit in the U.S. Mail. Notice shall be sent (1) if to the Company, addressed to: Johnny Pineyro, 1170 Celebration Boulevard, Suite 100, Celebration, Florida 34747 or any new address if the office is relocated or (2) info the Attorney, to Attorney's address as reflected on the payroll records of the Company, or to such other address as either party hereto may from time to time give written notice of to the other.

36. Benefits; Binding Effect. This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns, including, without limitation, any successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise.

37. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or amount of any division of fees, the otherwise invalid provision will be considered to be expanded or reduced to a period or amount which would cure such invalidity.

38. Waivers. The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent



breach or violation.

39. Damages. Nothing contained herein shall be construed to prevent the Company or the Attorney from seeking and recovering from the other party damages sustained by either or both of them as a result of Company or Attorney's breach of any term or provision of this Agreement. In the event that either party hereto brings suit for the collection of any damages resulting from breach of any of the terms or provisions of this Agreement, then the party found to be the prevailing party (as defined by Florida law) shall pay all reasonable court costs and attorney's fees of the other.

40. The Florida Bar. *This* Agreement shall be governed by the Rules Regulating The Florida Bar and any provision of this Agreement that is deemed to be in conflict with said Rules shall be null, void and of no legal effect.

IN WITNESS WHEREOF the parties have executed this agreement on the date first above written.

for: Johnny Pineyro and
Florida Injury Law Firm,
P.A. Principal Office:
1170 Celebration
Boulevard
Suite 100
Celebration, FL 34747

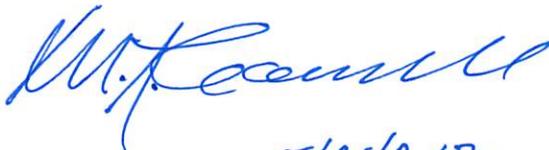


Thomas P. Schmitt, Esq.

Dated: 5/26/2017

Dated: 5/26/17

Witness:



5/26/2017



SAMPLE

Practice Resource Institute Administrative Form

Page 1 of 1

**Joint Letter to Clients Announcing the Termination/Departure
of an Associate or Partner**
(Customize to Suit Circumstances)

Re: [client/matter name]

On [date], [departing lawyer] [is leaving/left] our firm to [join the law firm of
[name]]/[commence practice as a sole practitioner].

Inasmuch as [departing lawyer] was your designated lawyer on the above matter, we are required by the Rules Regulating The Florida Bar to inform you that you have the right to choose to have [departing lawyer] continue in [his/her] new capacity to represent you in this matter, **or** you may have our firm continue to represent you, in which case the file will be handled by [firm lawyer], **or** you can choose to retain an entirely new lawyer.

If you wish to have [departing lawyer] **or** a new lawyer continue to represent you, arrangements to secure your outstanding account with us will have to be made before the file can be released to [departing lawyer] **or** new lawyer.

[If applicable: You may be liable for fees and costs for services already provided by the firm.]

[If applicable: Any retained/unspent fees or costs currently held by the firm will be promptly returned or transferred to [departing lawyer] or [new lawyer] as you designate.

Please advise [departing lawyer] and us, as quickly as possible, of your decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy in the enclosed stamped envelope. Please retain the additional copy of this designation letter for your records.

Yours truly,

[for the firm]

Instructions

I wish my file to stay with [name of former firm]

I wish my file and trust account balance to be transferred to [name of departing lawyer]

I will retain new counsel and have them contact [name of former firm]

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "B"

Talina Bidwell

From: Johnny Pineyro <JohnnyP@Floridainjurylawfirm.com>
Sent: March 07, 2018 8:21 AM
To: Michael Pike
Subject: FW: Happy holidays

Thank You,
Johnny Pineyro
Attorney at Law, Founder
FLORIDA INJURY LAW FIRM



950 CELEBRATION BLVD, SUITE G
CELEBRATION, FLORIDA 34747
TEL – (407) 566-2210 | FAX – (407) 566-2211
johnnyp@floridainjurylawfirm.com
www.floridainjurylawfirm.com



Please consider the environment before printing this email.

From: Thomas Schmitt
Sent: Saturday, December 23, 2017 4:23 AM
To: Johnny Pineyro <JohnnyP@Floridainjurylawfirm.com>; Shannon Adamany <ShannonA@Floridainjurylawfirm.com>; Mysty Dwyer <MystyD@Floridainjurylawfirm.com>; Mike Carroll <MikeC@Floridainjurylawfirm.com>; Jazlyn Rosario <JazlynR@Floridainjurylawfirm.com>; Dorothy Jack <DorothyJ@Floridainjurylawfirm.com>; Receptionist <reception@floridainjurylawfirm.com>; Matthew Valdes <MatthewV@Floridainjurylawfirm.com>; Johnny Pineyro <jpineyrolaw@me.com>
Subject: Re: Happy holidays

Happy Holidays Johnny. We do have a great team and we have changed lives! And next year we will change many more lives.

I am very grateful for your having put this firm and this team together for us. It is a one of a kind opportunity!

I also personally look forward to coming into the office and spending time with this team every single day (even though I often don't have much time to spend with the team in a one on one fashion every day) and I have discussed this feeling with every member of our team and everyone echoes the same sentiment. We love working for this firm! There is nothing like the feeling of waking up and looking forward to the day. Those of us who have woken up and dreaded going to work in the past appreciate our amazing law firm that much more.

I also want to thank each and every member of this incredible team! Not only do you each strive for excellence in everything you do...something that will quickly put us at the very top of personal injury law firms in this town, but you have compassion for our clients and dedication and loyalty to our firm. You work tirelessly without complaining about it. I know I have worked each and every one of you to your limit this past year..(and I know my "perfectionism is a pain in the a..s sometimes" lol) something that was necessary in order to "catch up" especially on the older cases...but this is changing daily as we are working on new cases in an organized and proactive fashion. My goal is not for us all to only work hard (and certainly not working past our limits) but

to work smart! We will always work hard, because this is what we do in order to be the best law firm in this town, but when we are working smart on important things, we love what we do even that much more. We have WON consistently for our clients and for our firm this past year! It's fun to win and we will WIN WIN WIN for our clients and our firm because of the way we work on cases. As a good and wise friend of mine says: "What are we doing? - - Vinning, Vinning, Vinning! "

Johnny I hope you're feeling better. And I sincerely wish each and every one of you a safe and happy holiday season! You are in my thoughts as I spend time with my family, because you are all family to me too!

Sincerely,
Thomas P. Schmitt, Esquire
Lead Trial Attorney

FLORIDA INJURY LAW FIRM
950 CELEBRATION BLVD, SUITE G
CELEBRATION, FLORIDA 34747
TEL – (407) 566-2210 | FAX – (407) 566-2211
ThomasS@floridainjurylawfirm.com
www.floridainjurylawfirm.com



LIFE MEMBER
MILLION DOLLAR ADVOCATES FOR
The Top Trial Lawyers in America™

On Fri, Dec 22, 2017 at 6:29 PM -0500, "Johnny Pineyro" <JohnnyP@Floridainjurylawfirm.com> wrote:

To all, we made it!

So deeply grateful for all that each of you have contributed. I am sorry I was unable to enjoy the company luncheon with each of you but I am so glad everyone enjoyed it.

I appreciate all the kind words received and look forward to our last week of 2017 and 2018.

I have enjoyed this year so much and I hope you all know how much your hard work has changed the lives of so many clients.

Happy holidays and thank you all at Florida Injury Law Firm.

Johnny A. Pineyro, Esquire

Important Notice to Attorneys: Pursuant to Rule 2.516, Florida Rules of Judicial Administration, Florida Injury Law Firm and its Attorneys have designated SERVICE@FLORIDAINJURYLAWFIRM.COM for service of ALL court documents. Service upon any other address is invalid.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "C"

Johnny Pineyro

From: Johnny Pineyro <jpineyrolaw@me.com>
Sent: Wednesday, March 07, 2018 8:28 AM
To: Johnny Pineyro
Subject: Fwd: TPS as a Corp
Attachments: ATT00001.htm; W9.pdf; ATT00002.htm

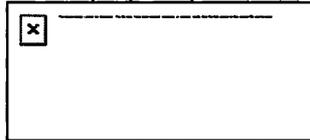
Johnny A. Pineyro

Begin forwarded message:

From: Debbie Fekany <debbie@payrollprocessingplus.com>
Date: January 3, 2018 at 09:03:20 EST
To: 'Johnny Pineyro' <jpineyrolaw@me.com>
Subject: RE: TPS as a Corp

If this happens, you need him to fill out a W9 form. That is what we would need. See attached.

Debbie Fekany
407 282-5117
407 282-4915 fax
www.payrollprocessingplus.com



[Need to send me a file securely? Click here.](#)

From: Johnny Pineyro [<mailto:jpineyrolaw@me.com>]
Sent: Tuesday, January 02, 2018 6:00 PM
To: Debbie Fekany
Subject: Fwd: TPS as a Corp

Can you share your thoughts with me about this request

I am not sure this makes sense for me but would like your thoughts on it.

Johnny A. Pineyro

Begin forwarded message:

From: Thomas Schmitt <ThomasS@Floridainjurylawfirm.com>
Date: January 2, 2018 at 17:53:22 EST
To: Johnny Pineyro <jpineyrolaw@me.com>
Subject: TPS as a Corp

Hi Johnny,

I was reviewing my tax situation with my accountant and because my W2 income is a substantial portion of my total income, he wants me to form a corporation. He says this will benefit both you and me tremendously, without any downside to you whatsoever:

- 1) We would adopt our contract (and any new contract in April 2018) with me as an independent contractor...so each and every term of our contract would remain the same;
- 2) You would simply pay my corporation \$ [REDACTED] (my current payroll before deductions) plus any percentage bonuses every payroll;
- 3) Any reimbursements would be to my corporation;
- 4) You would pay no employment taxes;
- 5) You would have no unemployment liability;
- 6) I also need a 401K...and I could open my own this way and pay my health/dental insurance through my own business.

As there are no downsides to this arrangement to you (or to me for that matter...) please agree that we can begin this year with this arrangement. I will form the corporation immediately upon your consent and will give Dorothy and you all of the information you will need.

Thank you.

Sincerely,
Thomas P. Schmitt, Esquire
Lead Trial Attorney

FLORIDA INJURY LAW FIRM
950 CELEBRATION BLVD, SUITE G
CELEBRATION, FLORIDA 34747
TEL – (407) 566-2210 | FAX – (407) 566-2211
ThomasS@floridainjurylawfirm.com
www.floridainjurylawfirm.com



Important Notice to Attorneys: Pursuant to Rule 2.516, Florida Rules of Judicial Administration, Florida Injury Law Firm and its Attorneys have designated SERVICE@FLORIDAINJURYLAWFIRM.COM for service of ALL court documents. Service upon any other address is invalid.



Virus-free. www.avg.com

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "D"

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT executed on 10 day of January, 2018, but agreed to be effective from and after January 2, 2018, by and between Florida Injury Law Firm, PA (hereinafter "Company"), and Thomas P. Schmitt and Florida Personal injury Law team (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Company hires Contractor, and Contractor agrees to work for Company under the terms and conditions hereby agreed upon by the parties:

SECTION 1 – WORK TO BE PERFORMED:

1.1 Term. Company agrees to hire Contractor, at will, for a term commencing on January 2, 2018, and continuing until terminated as defined in Section 4.

1.2 Duties. Contractor agrees to perform work for the Company on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention exclusively to Company to the performance of the duties specified in this agreement. Contractor's duties shall be as follows: the Contractor shall devote his full business time and attention to the practice of law on behalf of the Company and to the furtherance of the Company's best interests. He shall not engage in the practice of law except as an Attorney on behalf of the Company, and he shall agree to abide by and perform his duties in accordance with the ethics of the legal profession and all federal, state, and municipal laws, regulations, and ordinances regulating the practice of law. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his ability, and in the best interest of the Company.

SECTION 2 – CONFIDENTIALITY:



2.1 Confidentiality. Contractor acknowledges and agrees that all financial and accounting records, lists of cases and clients represented by Company, including client records and documents, and other Company data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Company.

2.2 Return of Documents. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, case lists, files, records, work product, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon the termination of this Agreement or upon the written request of the Company.

2.3 Injunction. Contractor agrees that it would be difficult to measure damage to the Company from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages may be an inadequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Company. Company shall maintain the right to seek any other civil and criminal damages in addition to an injunction.

2.4 No Release. Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.



SECTION 3 – COMPENSATION:

3.1 Compensation. In consideration of all services to be rendered by Contractor to the Company, the Company shall pay to the Contractor the sum of \$ [REDACTED] on a bi-weekly basis commencing with the first payment on January 12, 2018 for the previous two weeks of employment, plus bonus, if any. Compensation will terminate upon the termination of this agreement by any method in Section 4. The Company reserves the right to implement a hurdle on or after April 10, 2018 which must be met before any bonus will be paid. The Bonus will be: [REDACTED]% paid of net firm fee ("Net firm fee" shall mean the net fees to the Company after the reduction of any fee liens from Attorney former law firm(s), and after reduction for any referral or co-counsel fees to other law firms, and after any other fee reductions of any type). In other words, these are the fees actually collected and retained by the Company after any such reductions listed above for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and yield a net fee to the firm under \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and yield a net fee to the firm between \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing meaningful work to resolve the case) for all presuit cases that settle and provide a net fee to the firm over \$ [REDACTED] USD; [REDACTED]% paid of net firm fee for any cases handled (defined as providing meaningful work to resolve the case) for all litigation cases that are at issue and resolve.

Additional Compensation - Originated Clients. In the event that the Contractor brings clients to the Company solely through Contractor's community, family, business, marketing, or personal contacts ("Originated Clients") then the Attorney shall be entitled to receive as additional compensation an amount of [REDACTED] ([REDACTED]%) percent of the "Net Attorney's Fees" actually collected, received and retained by the Company from such Originated Clients during Attorney's employment. "Originated Clients" for the purpose of this entire document, shall not include any clients who retain the Company through any form of advertising or as a result of being referred by

existing or former clients or any other company or person(s). Originated Clients shall also not include any clients from any referral source that was a "pre-existing referral source" for the Company. The definition of "pre-existing referral source" shall be a referral source or client that was entered into the Company's database at the Company's office prior to the date of this Agreement. Additional Compensation under this Section shall be in addition to Attorney's salary and Bonus Compensation and shall be payable to Attorney under this paragraph no later than thirty (30) days after the Company receives the "Net Attorney's Fees" from Originated Clients. All matters Attorney believes are Originated Clients must be brought to the attention of the Company in writing within ten (10) days of that client retaining the Company and agreed upon by the Company in writing to be considered an "Originated Client" pursuant to this paragraph and found to be appropriate for this additional compensation by Johnny A. Pineyro or compensation under this section is deemed waived.

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Contractor with any coverage or participation in the Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

3.3 Expenses. Company shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, provided, the President or Managing Director of the Company has approved such expenses in advance in writing. This includes any expenses regardless of amount. Unless the expense is approved in writing, Company shall not reimburse. No exceptions will be made. This includes



reimbursement for any travel, continuing education, insurance, bar activities, meals, lodging, etc.

SECTION 4 – TERMINATION:

4.1 Termination at Will. This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

4.2 Death. In the event Contractor dies during the term of this Agreement, this Agreement shall terminate and all obligations will immediately end.

SECTION 5 – INDEPENDENT CONTRACTOR STATUS:

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venture nor employee of Company. Contractor shall have no authority to bind or otherwise obligate Contractor in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Company suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Company from any such loss or damage, including for any taxes Independent Contractor owes or may owe to the Internal Revenue Service.

SECTION 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR:

Contractor represents and warrants to the Company that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement. Contractor agrees to provide legal services exclusively to Company and avoid any conflict of interest with Company.

SECTION 7 – MISCELLANEOUS PROVISIONS:

7.1 The provisions of this Agreement shall be binding upon and the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.

7.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

7.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida and any litigation must be filed in Orange County, Florida.

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements (including the original employment agreement entered into on or about April 1, 2017), representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

7.6 Non-Solicitation of Clients (Exhibit A Joint Letter)

Contractor shall not, directly or indirectly, during the term of his employment, contact any clients of the Company for purposes of



representing such clients personally or through another law firm or to encourage any client to discharge the Company. Subsequent to Contractor's termination of employment with the Company for any reason, Contractor shall not, directly or indirectly, contact any clients of the Company for any reason unless such clients first contact Contractor. The Company and Contractor agree that clients whose files were being worked on by the Contractor will be notified within ten (10) business days after Contractor's employment is terminated with the Company by a joint letter from the Company and the Contractor, sent by the Company on the Company's stationary, informing the clients that the Contractor has left the Company, informing the client of the Contractor's new professional address and informing the client that the client's file will still be handled by the Company unless the client chooses otherwise. A copy of the joint letter to be sent to the Company's clients is attached to this Agreement as Exhibit "A"

7.7 Non-Solicitation of Employees. At all times while the Contractor is employed by the Company and for a two (2) year period after the termination of the Contractor's employment with the Company for any reason, the Contractor shall not, directly or indirectly, personally or for any other law firm or business, employ or attempt to employ or enter into any contractual arrangement with any non-attorney employee or former non-attorney employee of the Company.

7.8 Non-Solicitation of Referral Sources. Contractor shall not, directly or indirectly, contact the Company's referral attorneys, or other referral sources of any type, including physicians, at any time to encourage them or solicit them to send business to Contractor, directly or indirectly, subsequent to Contractor's termination with the Company.

7.9 Custody of Client Files and Records. Contractor understands and agrees that during the Employment Term and thereafter all client records, case records, client appointment sheets, client computer record, including billing records, clients' names, addresses and telephone numbers, case histories, "pad" notes, medical records, or PIP or regular files concerning clients of the



Company shall belong to and remain the property of the Company. Upon termination of employment, Contractor shall not be entitled to keep any original or electronic records, files or preserve any records or files of Company as to any client. In no circumstance shall Contractor contact or solicit clients of Company either in anticipation of or after termination of employment. If a client requests a copy of his/her file because a client of the Company has retained Contractor after Contractor's termination, the Company will provide a copy of the file upon receipt of payment of all costs advanced by the Company on the client's behalf and the payment of reasonable copying charges. Contractor hereby irrevocably and unconditionally waives any right he may have to assert a charging or other lien on any client file for legal work performed while an Contractor under this Agreement.

WITNESS OUR SIGNATURES, this the 10 day of January, 2018.

By: Shannon K Adamany Dated on 1/10/18
Shannon K Adamany
(witness)

Signed: _____
Dated on 1/10/2018

Johnny A. Pineyro, Esq. for Florida Injury Law Firm (Company)

950 Celebration Boulevard

Suite G

Celebration, FL 34747

Signed: _____

Dated on 1/10/18

Thomas P. Schmitt, Esq. for Florida Personal Injury Law Team
(Independent Contractor)

SAMPLE

Practice Resource Institute Administrative Form

Page 1 of 1

**Joint Letter to Clients Announcing the Termination/Departure
of an Associate or Partner**
(Customize to Suit Circumstances)

Re: [client/matter name]

On [date], [departing lawyer] [is leaving/left] our firm to [join the law firm of
[name]]/[commence practice as a sole practitioner].

Inasmuch as [departing lawyer] was your designated lawyer on the above matter, we are required by the Rules Regulating The Florida Bar to inform you that you have the right to choose to have [departing lawyer] continue in [his/her] new capacity to represent you in this matter, **or** you may have our firm continue to represent you, in which case the file will be handled by [firm lawyer], **or** you can choose to retain an entirely new lawyer.

If you wish to have [departing lawyer] **or** a new lawyer continue to represent you, arrangements to secure your outstanding account with us will have to be made before the file can be released to [departing lawyer] **or** new lawyer.

[If applicable: You may be liable for fees and costs for services already provided by the firm.]

[If applicable: Any retained/unspent fees or costs currently held by the firm will be promptly returned or transferred to [departing lawyer] or [new lawyer] as you designate.

Please advise [departing lawyer] and us, as quickly as possible, of your decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy in the enclosed stamped envelope. Please retain the additional copy of this designation letter for your records.

Yours truly,

[for the firm]

Instructions

I wish my file to stay with [name of former firm]

I wish my file and trust account balance to be transferred to [name of departing lawyer]

I will retain new counsel and have them contact [name of former firm]

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "E"

AFFIDAVIT OF JAZLYN ROSARIO

BEFORE ME, the undersigned authority, personally appeared Jazlyn Rosario, after being duly sworn, deposes and says:

- 1) I am over 18 years of age and I have personal knowledge of the facts contained herein.
- 2) That on or about March 3rd, 2018, I was approached by Attorney Thomas P. Schmitt, Esquire to draft a Joint Letter to Clients Announcing the Departure of an Associate or Partner.
- 3) I was told by Mr. Schmitt that there was an agreement between Attorney Johnny Pineyro and Attorney Thomas P. Schmitt that the letter drafted was agreed upon between them upon Attorney Thomas P. Schmitt's departure from the firm.
- 4) After I asked Mr. Pineyro on March 8th, 2018 if this was true he advised me it was not true and I will testify that Mr. Pineyro never asked me to prepare any such document.
- 5) Mr. Pineyro showed me the sample joint letter and it is very different from what Mr. Schmitt asked me to prepare on Saturday, March 3rd, 2018.
- 6) I swear and affirm that the above information is true and correct to the best of my knowledge.

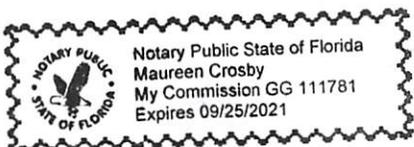
FURTHER AFFIANT SAYETH NAUGHT.



Jazlyn Rosario
Print Name
Paralegal w/ Fl. Injury Law Firm
Title

Sworn to and Subscribed Before Me
this 8th day of March, 2018.

Maureen Crosby
Notary Public, State of Florida
 Identification Shown
 Personally Known



IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "F"



950 Celebration Boulevard, Suite G
Celebration, FL 34747

Tel: (407) 566-2210
Fax: (407) 566-2211

Joint Letter to Clients Announcing the Departure of Managing Member/Lead Attorney Thomas P. Schmitt, Esquire

SENT VIA EMAIL & REGULAR MAIL

Jacqueline A [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
jackie [REDACTED]@gmail.com

RE: [REDACTED] Jacqueline vs. Walt Disney World Magic Kingdom
DOL: November 18th, 2016

Dear Ms. [REDACTED] s:

As of the date of your receipt of this letter, Attorney Thomas P. Schmitt is leaving our firm to lead Florida Personal Injury Law Team, an Orlando Personal Injury Law Firm, as Owner and Lead Trial Attorney.

In as much as Attorney Thomas P. Schmitt was your designated lawyer on the above matter, we are required by the Rules Regulating The Florida Bar to inform you that you have the right to choose to have Attorney Thomas P. Schmitt continue in his new capacity to represent you in this matter, or you may have our firm continue to represent you, in which case the file will be handled by Attorney Johnny Pineyro, or you can choose to retain an entirely new lawyer.

If you wish to have Attorney Thomas P. Schmitt or a new lawyer continue to represent you, arrangements to secure your outstanding account with us will have to be made before the file can be released to Attorney Thomas P. Schmitt or your new lawyer.

- You may be liable for any fees and costs for services already provided by the firm.
- Any retained/unspent fees or costs currently held by the firm will be promptly returned or transferred to Attorney Thomas P. Schmitt or your new lawyer as you designate.

Please advise as quickly as possible, of your decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy electronically through DocuSign and/or via email to the following email addresses: Attorney Johnny Pineyro johnnyp@floridainjurylawfirm.com AND Attorney Thomas P. Schmitt thomass@floridapersonalinjurylawteam.com and/or by text directly to the following numbers: texting number assigned to your case (229) 598-0878 AND to (941) 258-8074 and/or by regular mail. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Johnny Pineyro, Esquire
(Electronically Signed to avoid delay)
Attorney Johnny Pineyro
Florida Injury Law Firm
950 Celebration Blvd, Suite G
Celebration, FL 34747
Johnnyp@floridainjurylawfirm.com
(407) 566-2210

/s/ Thomas P. Schmitt, Esquire
(Electronically Signed to avoid delay)
Attorney Thomas P. Schmitt
Florida Personal Injury Law Team
5401 S. Kirkman Road, Suite 310
Orlando, FL 32819
Thomass@floridapersonalinjurylawteam.com
(941) 258-8074



950 Celebration Boulevard, Suite G
Celebration, FL 34747

Tel: (407) 566-2210
Fax: (407) 566-2211

Instructions:

- I wish my file and trust account balance to be transferred to Attorney Thomas P. Schmitt.
- I wish my file to stay with the Florida Injury Law Firm.
- I will retain new counsel and have them contact the Florida Injury Law Firm.

DocuSigned by:

397867A310AD46C...

Jacqueline [REDACTED]

3/7/2018

Date

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

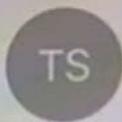
vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "G"



Thomas Schmitt

11:25 AM

To You



Hi Jeanne,

I just received your docuSign selection on the joint letter. I wanted to confirm that you wish to stay with The Florida Injury Law Firm (Johnny Pineyro's Firm) and not come with Matt and Me in my new firm.

If that it is the case, I respect your decision. However, it was a surprise to see that box checked and I wanted to make sure before I sent the letter to Florida Injury Law Firm.

I look forward to hearing from you.



Reply



IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: _____

FLORIDA INJURY LAW FIRM, P.A., Florida
profession corporation,

Plaintiff

vs.

THOMAS P. SCHMITT, FLORIDA PERSONAL
INJURY LAW TEAM LLC, a Florida limited
liability company, and MATTHEW D. VALDES,

Defendants.

_____ /

EXHIBIT "H"



what do i have difficulty sending messages on i phone 8...



DocuSign



Thomas Schmitt for Florida Personal Injury Law Team
Thomas Schmitt for Florida Personal Injury Law Team

Hi Ms. [REDACTED] Attached is a joint letter which is required under the FLORIDA BAR RULES and which has been agreed to between my firm, Florida Personal Injury Law Team ("FPLIT") and Florida Injury Law Firm ("FILF"). Please make your selection and complete the document at which time, I will forward it to FILE. If you choose to come to FPLIT, my firm, I will send a DocuSign sign up packet to you. If you choose to remain with FILF, nothing further needs to be done. Two FILF clients have called me and told me that Johnny Pineyro has called them and told them that there will be "two attorney's fees they will have to pay if you come to my firm". This is untrue. My firm will pay any FILF fees out of my firm's fee so there will only be one fee, the same as if you stayed with FILF. So, if Johnny Pineyro calls you and tells you this, it is absolutely untrue.



CONTINUE