

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY
INJUNCTION AND REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

Plaintiff, FLORIDA INJURY LAW FIRM, P.A. ("Florida Injury Law Firm" or "FILF"), by and through its undersigned counsel, hereby files this Amended Emergency Motion for Preliminary Injunction against Defendants, THOMAS P. SCHMITT ("Schmitt"), MATTHEW D. VALDES ("Valdes"), and FLORIDA PERSONAL INJURY LAW TEAM, LLC ("Schmitt Firm"), and Request for Appointment of Special Master, and states:

1. This motion for preliminary injunction and request for appointment of special master seeks: (a) to enjoin Defendants from gutting the Florida Injury Law Firm of clients in violation of Defendants', Schmitt and Schmitt Firm, Independent Contractor Agreement and Employment Agreement, (b) to order Defendants to deposit disputed fees into the Trust Account of the FILF or into the registry of the Court and not disburse on same in accordance with Fla. Bar Rule 5-1.1(f), and (c) to ensure the orderly administration of the judicial process. This motion

requires the Court's immediate, emergency attention because Defendants are destroying the business reputation of Florida Injury Law, speciously depleting its customer base and certain trust funds are directly in dispute.

Factual Background

2. Florida Injury Law Firm is engaged in the practice of personal injury law throughout the State of Florida but has its principal office in Osceola County, Florida.

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

4. Valdes was an attorney at the FILF before following Schmitt and joining Schmitt in his scheme to pillage clients from the FILF.

5. As discussed in more detail below, Schmitt and Valdes commenced work with FILF, established client contact and later commenced a large-scale exodus from FILF taking several cases under false pretenses by communicating untrue statements and allegations to clients. Further, Schmitt and Valdes sent FILF altered "Joint Letters" that were not authorized by FILF, unilaterally contacted clients and gutted the FILF of millions of dollars worth of cases.

Schmitt Has Guttled Other Firms in the Past, Partook in Similar Conduct and Has Filed for Bankruptcy

6. Schmitt has done this before, and was sued for similar egregious acts. 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") a/k/a Kogan and DiSalvo, P.A. ("KD").

7. In connection therewith, Schmitt, through his then paralegal, Ms. Lopez, utilized the computer systems of the Goldstein Firm to print the names, phone numbers, private medical information protected by HIPPA and addresses of Goldstein clients to which he sent unilateral, defamatory letters in an effort to directly solicit representation of their cases. See, Depo. Transcript of Schmitt at Pages 15:2-17; 33:3-34:19, **Exhibit “A”**. Prior to his specious departure from the Goldstein Firm, Schmitt prepared, or caused to be prepared, termination letters, by which Goldstein clients terminated the Goldstein Firm in favor of KDS. Depo. Transcript of Schmitt at Pages 29:20-32:11; 84:13-17; 99:2-9, Exhibit “A”. Next, as evidenced by the attached e-mail dated March 17, 2015, Schmitt and his paralegal constantly and incessantly called clients of the Goldstein Firm and chaotically required them to sign documents for which they had no clue of the legal repercussions and outcomes. See **Exhibit “B,”** e-mail dated March 17, 2015. The same exact conduct is occurring in the instant matter with the FILF; however, we now have a new player in Schmitt’s “house of cards,” i.e., Valdes.

8. The hectic signing of the documents terminating the Goldstein Firm, masterminded by Schmitt, occurred in parking lots of fast food restaurants (i.e., McDonalds). Through lies and deception, Schmitt was able to trick Goldstein clients into transferring their cases to KDS. See, Handwritten Note from Keonda Tumblin attached hereto as **Exhibit “C.”** That same trickery is occurring in the instant FILF matter.

9. Additionally, on March 9, 2015, Mrs. Goldstein received a note from Goldstein client, Theresa Martel, requesting Schmitt refrain from contacting her “any further.” See **Exhibit “D.”** In complete disregard for the client’s instructions, Schmitt proceeded with his coercive efforts to pilfer Theresa Martel as a client from the Goldstein Firm. See, *Statement of Theresa Martel* at Page 6:1-15 as **Exhibit “E.”**

10. As set forth in more detail below, Schmitt has consistently called FILF clients to persuade them to come to his new firm; and even when clients have selected FILF as their attorneys in the altered “Joint Letters” sent by Schmitt, Schmitt and Valdes have contacted those clients to persuade them differently and to make sure the clients were “confident” in their decisions.

11. Like the Goldstein matter, clients here are obviously entitled to retain new counsel or follow an attorney upon his or her departure to another firm; however, the FILF clients were not given the option to make an *informed decision* regarding the transfer of their files because of the falsehoods perpetuated by Schmitt, Valdes and their accomplices.

12. This is not an accident or a “slip in judgment.” Schmitt intends to quickly pillage clients from firms he is associated with by and through any means possible including, but not limited to, making false statements to clients and by admitting the true intent behind his malicious actions. For example, Schmitt advised Mr. Johnny Sucker (his former limousine driver - Fla. Tag “Mr. Big”) that, among other things: “[n]obody ‘f-cks with his money[],’ I ‘f-cked her [Goldstein] but good,’ Goldstein ‘deserves to get what’s coming to her,’ ‘[I] took all the good cases and left her with the shitty ones that [I] did not want,’ ‘[I am] going to put her out of business [and] she [is] going to be disbarred and her practice [will] be closed down.’” See Recorded Statement attached as **Exhibit “F,”** pp. 5 & 9.

13. As to Schmitt’s partnership with KDS, same 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. During the week of June 22, 2015, Mrs. Goldstein met twice with Kogan of KD and KDS. See **Exhibit “G,”** Affidavit of Lauri Goldstein. At those meetings, Kogan advised Mrs. Goldstein that Schmitt had been acting odd and had written checks, without authorization, from the KDS operating account to pay for

Schmitt's personal foreclosure attorneys' fees in that certain foreclosure matter filed against him in Martin County, Florida, Case Style: Marilyn Jackerson Realty, LLC vs. Thomas Schmitt and Meaghan E. Stewart-Schmitt, Case No.: 2015CA000429CAAXMX. Id.

14. On or about June 23, 2015, Schmitt's then wife, Meaghan E. Stewart-Schmitt ("Ms. Stewart-Schmitt"), petitioned the Circuit Court of Martin County, Florida for an involuntary examination of Schmitt due to his behaviors. See, Exhibit "H," Involuntary Commitment Docket, Case No. 43201SMH0000498AAXMX. On that same day, the Court entered an Ex-Parte Order For Involuntary Examination of Schmitt. See, Id. Notably, Mrs. Stewart-Schmitt is a Registered Mental Health Counselor, and has since divorced Schmitt. See, Exhibit "I," License Verification for Mrs. Stewart-Schmitt.

15. In fact, as far back as 2008, Schmitt's then wife, Christine Schmitt, advised the Palm Beach County Sheriff's Office ("PBSO") that her husband, Tom Schmitt, "[w]as bipolar and was experiencing a manic stage." See Exhibit "J," PBSO Offense Report. Christine Schmitt further stated "that Tom is acting irrational, spending a lot of money, and hanging out with a strange female." Id.

16. Schmitt has either filed for bankruptcy and/or has been forced into involuntary bankruptcy, and as recently as two (2) years ago an involuntary Chapter 7 Bankruptcy was filed in the U.S. Bankruptcy Court, Southern District of Florida on April 8, 2016, Case No.: 16-15108-PGH. Exhibit. "K," Suggestion of Bankruptcy. As such, Schmitt has a tendency to "live above his means," shower himself and his significant other with lavish gifts and pays to have himself and others carted around town by Limo. This is not a new lifestyle for Schmitt. Schmitt filed for Bankruptcy on May 28, 1996 in the U.S. Bankruptcy Court, Southern District of Florida, Case/Petition No.: 96-32180-PGH. See Petition, Exhibit "L." Another Schmitt Bankruptcy was filed

on October 16, 2008 in the U.S. Bankruptcy Court, Southern District of Florida, Case/ Petition No.: 08-25380-EPK. See Petition, **Exhibit “M.”** Clearly, the trust funds contested in the instant matter should be restrained from disbursement as there is a risk same will not be available at a later date due to Schmitt’s spending patterns and subsequent bankruptcies. Schmitt is also set to travel to Thailand making these issues even more urgent.

17. Once again, if past conduct is good evidence of future conduct, the court must look to the particular Settlement Agreement between the Bankruptcy Trustee and Schmitt (“Bankruptcy Settlement Agreement”). See **Exhibit “N,”** Schmitt Bankruptcy Settlement Agreement.

18. In that Bankruptcy Settlement Agreement, the Trustee states that he learned through Rule 2004 Examination of Schmitt that Schmitt had received “[t]he sum of \$85,000 post petition as an alleged gift from the law firm of Murray and Guari, PL.” Id. The Bankruptcy Settlement Agreement further provides that “Trustee alleged that this gift was attorney referral fees for personal injury cases brought to the firm of Murray and Guari, PL.” Id. While Schmitt disputed this contention, the Bankruptcy Settlement Agreement provides that Schmitt was to pay the trustee \$40,000 of the \$85,000 post-petition gift. Id. Certainly, it is not a stretch that Schmitt may attempt to achieve the same result above because he has been or may be “shopping” the remaining FILF client cases to other firms; arguably, in an effort to obtain a referral fee, diminish the FILF Firm’s interest in those cases as he did in the Goldstein matter and possibly obtain a referral fee from any law firm that represents the remaining FILF clients under the guise that those referral fees are “gifts.”

19. Based upon the foregoing, in the Goldstein and KDS matters, Kogan and the Goldstein Firm agreed that ALL settlement proceeds from the cases retained by KD or KDS (whichever and by way of Schmitt’s actions), would be held in the trust account of KDS or KD

pending resolution of the dispute or an agreement on the division of fees and costs incurred by the Goldstein Firm and KDS. See Exhibit “O,” Agreed Order memorializing the foregoing and Affidavit of Goldstein, **Exhibit “G.”** The same should occur here in that any settlement funds should be held in the Trust Account of the FILF or in the registry of this Court pending resolutions of the issues outlined in the Complaint and herein.

Schmitt, Valdes, Schmitt Firm and the Florida Injury Law Firm

20. Not surprisingly, after KDS, 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 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.

26. 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 "P."**

27. 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.

28. 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.

29. Pursuant to Paragraph 23 of the Employment Agreement, Schmitt made covenants not to solicit firm clients or employees.

30. Further, pursuant to Paragraph 22 of the Employment Agreement, Florida Injury Law Firm and Schmitt agreed to a fee-splitting structure should the firm's client choose to retain

Schmitt as their counsel upon his termination from the firm. However, now, Defendants refuse to abide by the parties' agreement.

31. 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.

32. 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 "Q."**

33. Shortly thereafter, on the pretense of tax saving opportunities, Schmitt asked Florida Injury Law Firm to change his 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 "R."**

34. 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.

35. 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 "S."**

36. 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 ground 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 every client from the Florida Injury Law Firm.

37. As agreed to by the parties, Section 7 of the Independent Contractor Agreement contains non-solicitation agreements prohibiting Schmitt from soliciting Florida Injury Law Firm’s clients, employees or referral sources.

38. 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.

39. 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”).

40. Through inadvertence, Schmitt’s malicious intent and Schmitt’s 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.

41. 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.

42. 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 Contactor Agreement and/or Employment Agreement with the firm.

43. Schmitt and Valdes, while they were both still employed or contracted by Florida Injury Law Firm, engaged in a secret, aggressive and extensive campaign to solicit Florida Injury Law Firm's clients. 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.

44. 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.

45. 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 "T."**

46. 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.

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

48. In violation of the parties' agreement, Schmitt, Valdes and Schmitt Firm 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 "U."** Interestingly, the DocuSign was not forwarded to the Florida Injury Law Firm, thereby giving Schmitt, Valdes and Schmitt Firm the opportunity to call and contact clients once they selected the Florida Injury Law Firm as their attorney.

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

50. 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 Firm as the primary selection choice for Florida Injury Law Firm's clients to choose when signing Schmitt's Departure Solicitations.

51. 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' agreements; yet, Schmitt's solicitation campaign aggressively continues today. See Exhibit "V" whereby Schmitt contacts a client to "make sure" the client "really" wants to stay with the Florida Injury Law Firm.

52. 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 "W."** Additionally, in violation of the parties' agreements and the Rules Regulating the Florida Bar, Schmitt has tried to convince clients, who have elected to stay with Florida Injury Law Firm, to reconsider and move their files to the Schmitt Firm.

53. Defendants have successfully solicited approximately and/or over 35 clients of Florida Injury Law Firm in a clear and intentional violation of the non-solicitation provisions in Schmitt's and Schmitt Firm'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 U.S. Mail. These cases have a collective value in the millions of dollars. Thus, Plaintiff seeks a preliminary injunction, enjoining Defendants from soliciting clients in violation of the Independent Contractor Agreement and Employment Agreement and from disbursing any disputed settlement funds received by Defendants in connection with the clients taken from Florida Injury Law Firm.

54. Schmitt and Valdes, as licensed attorneys, have chosen to represent themselves and the Schmitt Law Firm in this matter. Over the years, Schmitt has suffered from certain mental health issues, making communications unpredictable and sometimes volatile. In the interest of maintaining the integrity of the judicial process and the professionalism required of officers of this court, Plaintiff seeks the appointment of a special master to referee and monitor depositions held in this matter.

Argument - Preliminary Injunction is Warranted

55. Pursuant to Paragraph 23 of his 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."

56. Similarly, Section 7.6 of Schmitt and the Schmitt Firm's 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."

57. Pursuant to Paragraph 22 of the Employment Agreement, which was incorporated into the Independent Contactor 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.

58. In violation of Schmitt’s Independent Contractor Agreement and Employment Agreement, Defendants have (a) solicited clients of the Florida Injury Law Firm by unilaterally sending notifications to clients utilizing methods and verbiage not in conformity with the parties’ agreement and contacting clients after they have elected to keep their personal injury files with Florida Injury Law Firm, and (b) threatened to retain more than the agreed upon fee for client files taken from Florida Injury Law Firm.

59. To obtain a preliminary injunction, the movant must establish the following four criteria:

- 1) the likelihood of irreparable harm;
- 2) the unavailability of an adequate remedy of law;
- 3) substantial likelihood of success on the merits; and
- 4) the public interest supports the injunction.

School Board of Hernando County v. Rhea, 213 So. 3d 1032 (Fla. 1st DCA 2017); *Supinski v. Omni Healthcare, P.A.*, 853 So. 2d 526, 530 (Fla. 5th DCA 2003).

60. Under Florida Statute section 542.335(1)(j), the violation of restrictive covenants are presumed to cause irreparable harm:

A court shall enforce a restrictive covenant by any appropriate and effective remedy, including, but not limited to, temporary and permanent injunctions. *The violation of an enforceable restrictive covenant creates a presumption of irreparable injury to the person seeking enforcement of a restrictive covenant.* No temporary injunction shall be entered unless the person seeking enforcement of

a restrictive covenant gives a proper bond, and the court shall not enforce any contractual provision waiving the requirement of an injunction bond or limiting the amount of such bond.

61. Plaintiff is being irreparably harmed by Defendants' violation of the restrictive covenants set forth in the Employment Agreement and the Independent Contractor Agreement. A money judgment against Defendants cannot, necessarily, account for damages resulting from Defendants' mishandling or short-settling of cases and cannot reimburse Plaintiff for loss of reputation and loss of referrals from those clients. Thus, Plaintiff does not have an adequate remedy at law.

62. Rule 4-5.8 of the Rules Regulating The Florida Bar states:

“Lawyers Leaving Law Firms, Absent a specific agreement otherwise, a lawyer who is leaving a law firm shall not unilaterally contact those clients of the law firm for purposes of notifying them about the anticipated departure or to solicit representation of that clients unless the lawyer has approached an authorized representative of the law firm and attempted to negotiate a joint communication to the clients concerning the lawyer leaving the law firm.

63. Exhibit A to the Employment Agreement and the Independent Contractor Agreement is the notification letter to clients upon Schmitt's departure from Florida Injury Law Firm to which Schmitt and the Schmitt Firm contractually bound themselves.

64. As evidenced by the facts set forth above, Plaintiff has a substantial likelihood of success on the merits. Defendants clearly violated the Employment Agreement and the Independent Contractor Agreement by unilaterally contacting Plaintiff's clients. The agreements mandate Plaintiff, not Defendants, send the joint letter containing express language agreed to by the parties. Here, in a feigned attempt at compliance, Defendants revised the language of the joint letters and sent purported joint letters to clients on Plaintiff's letterhead, which he stole and used without permission. Plaintiff was unaware Defendants were sending these letters to clients. More

importantly, the purported joint letters were sent by Schmitt with a personal cover letter disparaging Plaintiff's character and veracity. Additionally, the joint letters were sent electronically to clients with the return receipt only issued to Schmitt. That way, Defendants had a second bite at the apple to convince clients to fire Plaintiff should Defendants' first attempt at luring clients away not be successful. See, **Exhibit "V."**

65. Defendants not only violated the terms of the Employment Agreement and the Independent Contractor Agreement, they also violated the Rules Regulating the Florida Bar.

66. Moreover, Defendants breached the terms of the Employment Agreement and the Independent Contractor Agreement by unequivocally repudiating the parties' fee-splitting agreement for all client files transferred to the Schmitt Firm. Should Defendants be permitted to abscond with Plaintiff's fees, Plaintiff will be irreparably harmed.

67. 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."

68. In accordance with the Rules Regulating the Florida Bar, Rule 5-1.1(f), all disputed fees relating to clients previously represented by the Florida Injury Law Firm should be deposited into the registry of the court pending the resolution of this action. Pursuant to Rule 3-3.5, this Court has jurisdiction to enforce the Rules Regulating the Florida Bar

69. The public's interest is served when attorneys are held accountable for their actions and required to comply with the terms of agreements and the Rules Regulating the Florida Bar.

70. A preliminary injunction on an emergency basis is necessary to put a stop to Defendants' improper coercion of clients to transfer their files to the Schmitt Firm and from taking Plaintiff's earned fees. To be clear, Plaintiff request for an injunction is limited to Defendants' improper communications with clients of Florida Injury Law Firm.¹ Should there be any remaining client files that Schmitt worked on while associated with the Florida Injury Law Firm, who have not already been solicited by Defendants, Plaintiff has no objection to sending a joint letter to those clients in the manner and form expressly set forth in the parties' agreements.

71. Accordingly, the Florida Injury Law Firm is entitled to preliminary injunctive relief prohibiting Defendants from soliciting any additional clients of the Florida Injury Law Firm and ordering Defendants to deposit all disputed funds into the registry of the Court.

72. Plaintiff suggests a bond amount of \$2,500.00 and requests an emergency evidentiary hearing on same. Since Plaintiff is merely requesting strict compliance with the notice provisions set forth in the parties' agreements and that the disputed funds be deposited into the registry of the Court or the FILF Trust Account, Defendants damages would be nominal should the Court later determine Defendants were wrongfully enjoined.

73. This Court should protect the best interests of the FILF clients who were defrauded by Schmitt and Valdes into terminating the FILF Firm. See, Exhibit "X," List of FILF clients, redacted as to last names. Clearly, Schmitt secured their business by virtue of unprofessional and unethical means in violations of the Rules Regulating the Florida Bar. Even where clients have elected to stay with the FILF Firm, Schmitt continues to contact those clients in violation of the Rules Regulating the Florida Bar in an attempt to convince them to reconsider and terminate

¹ Plaintiff does not object to the mailing of joint letters to clients in the method and manner agreed to by the parties in the Employment Agreement and the Independent Contractor Agreement. Pursuant to the terms of the applicable agreements, the joint letters are to be sent by Florida Injury Law Firm on its letterhead utilizing the exact language agreed upon.

Plaintiff. As here, Schmitt continued to contact KDS clients after his departure from that firm, even where the clients had elected to stay with KDS. See, KDS' Motion for Emergency Hearing on Plaintiff's Motion to Protect Clients attached hereto as **Exhibit "Y."**

74. Courts have the inherent power to do all things that are reasonably necessary to administer justice within the scope of their jurisdiction, subject to existing laws and constitutional provisions. Rose v. Palm Beach County, 361 So. 2d 135, 137 (Fla. 1978). "Inherent power has to do with the incidents of litigation, control of the court's process and procedure, control of the conduct of its officers, and the preservation of order and decorum with reference to its proceedings." Petition of Florida Bar, 61 So. 2d 646, 647 (Fla. 1952); S.Y. v. McMillan, 563 So. 2d 807, 809 (Fla. 1st DCA 1990); Miami Herald Publ'g Co. v. Collazo, 329 So. 2d 333, 336 (Fla. 3rd DCA 1976); see also Bank of Hawaii v. Kunimoto, 91 Haw. 372, 984 P.2d 1198, 1219 (Haw. 1999) (upholding lower court's exercise of inherent power to promote justice in pending matter by directing out of state attorneys, who were not parties to the suit and had appeared before the court only on behalf of their client, to disgorge funds from sale of stock received as payment for their legal fees).

75. Rule 4-5.8 of the Rules Regulating The Florida Bar states:

“Lawyers Leaving Law Firms, Absent a specific agreement otherwise, a lawyer who is leaving a law firm shall not unilaterally contact those clients of the law firm for purposes of notifying them about the anticipated departure or to solicit representation of that clients unless the lawyer has approached an authorized representative of the law firm and attempted to negotiate a joint communication to the clients concerning the lawyer leaving the law firm.

76. Comment to Rule 4-5.8 of the Rules Regulating the Florida Bar states:

“If the departing lawyer and the law firm have agreed regarding who will continue handling the client's matters then, absent disagreement

by the client, the agreement normally will determine whether the departing lawyer or the law firm will continue the representation.

77. Exhibit A to Schmitt's Employment Agreement and/or Independent Contractor Agreement is the notification letter to clients upon Schmitt's departure from Plaintiff to which Schmitt and the Schmitt Firm contractually bound themselves, and which pursuant to Rule 4-5.8 of the Rules Regulating the Florida Bar, Schmitt is obliged to provide his consent.

78. In Miller v. Jacobs & Goodman, P.A., 699 So. 2d 727, 730-732 (Fla. 5th DCA 1997), the Fifth District Court of Appeal upheld the validity of an employment agreement that is identical in all material respects to Schmitt's agreements with Plaintiff. The Florida Bar Ethics Opinions do not trump court opinions. See, Florida Bar v. Hines, 39 So. 3d 1196, 1201 (Fla. 2010); Stewart v. Bee-Dee Neon & Signs, Inc., 751 So. 2d 196, 204 (Fla. 1st DCA 2000). Thus, Paragraph 23 of Schmitt's Employment Agreement and Section 7.6 of Schmitt's and Schmitt Firm's Independent Contractor Agreement regarding non-solicitation of clients do not violate Florida Bar Rule 4-5.6.

79. Notwithstanding whether or not Schmitt and/or the Schmitt Firm breached their agreements, they clearly violated the Rules Regulating the Florida Bar and engaged in unscrupulous and unethical behavior by resorting to underhanded tactics when successfully convincing Plaintiff's former clients to follow Schmitt.

80. Currently, Schmitt neither has the law firm support – financially or administratively -- nor the financial ability to procure sufficient support to properly handle the approximately 35 to 200 former Florida Injury Law Firm client cases that Defendants absconded with when they left the Plaintiff's firm.

81. There is simply no way an attorney in Schmitt's position, with no administrative support to handle the magnitude of cases currently with him, is capable of competently and expeditiously handling 35 to 200 personal injury cases.

82. Rule 4-1.16 of the Rules Regulating The Florida Bar states:

(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from representation of a client if:

...

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client...

83. Comment to Rule 4-1.16 of the Rules Regulating The Florida Bar states:

Assisting the client upon withdrawal

Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client....

84. That is precisely what the FILF Firm is trying to do here, protect the interests of its clients/former clients by taking steps to mitigate the consequences resulting from Defendants' improper acquisition of the Plaintiff's clients. However, without a court order allowing it to do so, the Plaintiff's firm and its attorneys will undoubtedly receive bar complaints filed by Defendants.

85. Schmitt engaged in and continues to engage in a scheme to defraud in violation of Fla. Stat. § 817.034(3)(d), which defines such as "a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false fraudulent pretenses, representations, or promises or willful misrepresentations of a future act." *De La Osa v. State*, 40 Fla. L. Weekly D467 (Fla. 4th DCA 2015).

86. Rule 4-1.14(a) of the Rules Regulating the Florida Bar states:

Maintenance of Normal Relationship. When a client's ability to make adequately considered decisions in connection with the representation is impaired, whether because of minority, mental disability, or *for some other reason*, the lawyer shall, as far as reasonably possible, maintain a normal client-lawyer relationship with the client. (*emphasis added*).

87. Due to Defendants' misrepresentations, the former Florida Injury Law Firm clients have not had the "ability to make adequately considered decisions." Thus, Plaintiff respectfully requests an order from the Court permitting it to contact its former clients for the sole purpose of providing the joint letter agreed upon in the Employment Agreement and the Independent Contractor Agreement and to clarify all false information relayed by the Defendants about Florida Injury Law Firm and its owner, Johnny Pineyro.

88. Pursuant to Rule 3-3.5, this Court has jurisdiction to enforce the Rules Regulating the Florida Bar and permit the Plaintiff to make contact with its former clients so that they may be properly advised and capable of making adequately considered decisions concerning their legal representation.

Special Master Should Be Appointed

89. As far back as 2008, Schmitt's then wife, Christine Schmitt, advised the Palm Beach County Sheriff's Office ("PBSO") that her husband, Tom Schmitt, "[w]as bipolar and was experiencing a manic stage." See Exhibit "J," PBSO Offense Report. Christine Schmitt further stated "that Tom is acting irrational, spending a lot of money, and hanging out with a strange female." *Id.*

90. On or about June 23, 2015, Schmitt's then wife, Meaghan E. Stewart-Schmitt ("Ms. Stewart-Schmitt"), petitioned the Circuit Court of Martin County, Florida for an involuntary examination of Schmitt due to his behaviors. See, Exhibit "H," Involuntary Commitment Docket, Case No. 43201SMH0000498AAXMX. On that same day, the Court entered an Ex-Parte Order

For Involuntary Examination of Schmitt. See, Id. Notably, Mrs. Schmitt is a Registered Mental Health Counselor. *See, Exhibit “I,”* License Verification for Mrs. Stewart-Schmitt.

91. In *Steward v. Mack*, 86 So. 2d 143, 145 (Fla. 1965), the Florida Supreme Court held a special master may be appointed to perform ministerial services, regardless of consent of both parties and even over objection:

“From our study of the history of masters in the judicial system and from our examination of statutes enacted from time to time, and the present Court rules, having at all times regard for the constitutional provision vesting unqualified power in the Court, *we conclude that special masters may be appointed to serve in a ministerial capacity to perform a 'particular service,' if the chancellor in his discretion decides that such action is necessary to aid the court in an accurate and expeditious determination of the cause. The validity of these appointments for limited service will not be affected by the want of agreement on the part of the litigants, or even their protest, and the reports of special masters in such cases shall be advisory.*”

92. As set forth above, Courts have the inherent power to do all things that are reasonably necessary to administer justice within the scope of their jurisdiction, subject to existing laws and constitutional provisions. *Rose v. Palm Beach County*, 361 So. 2d 135, 137 (Fla. 1978). “Inherent power has to do with the incidents of litigation, control of the court's process and procedure, control of the conduct of its officers, and the preservation of order and decorum with reference to its proceedings.” *Petition of Florida Bar*, 61 So. 2d 646, 647 (Fla. 1952); *S.Y. v. McMillan*, 563 So. 2d 807, 809 (Fla. 1st DCA 1990); *Miami Herald Publ'g Co. v. Collazo*, 329 So. 2d 333, 336 (Fla. 3rd DCA 1976); *see also Bank of Hawaii v. Kunimoto*, 91 Haw. 372, 984 P.2d 1198, 1219 (Haw. 1999) (upholding lower court's exercise of inherent power to promote justice in pending matter by directing out of state attorneys, who were not parties to the suit and had appeared before the court only on behalf of their client, to disgorge funds from sale of stock received as payment for their legal fees).

93. Plaintiff, has personally experienced Schmitt's volatile and unpredictable behavior, and therefore, respectfully requests the appointment of a special master to monitor the conduct of the parties at all depositions.

WHEREFORE, Plaintiff, FLORIDA INJURY LAW FIRM, P.A., respectfully requests this Court enter a Preliminary Injunction enjoining Defendants, THOMAS P. SCHMITT,, MATTHEW D. VALDES, and FLORIDA PERSONAL INJURY LAW TEAM, LLC from soliciting any further clients of Florida Injury Law Firm in violation of the Employment Agreement and the Independent Contractor Agreement, ordering Defendants to deposit all disputed fees relating to personal injury clients previously represented by the Florida Injury Law Firm into the registry of the court or the Trust Account of FILF pending the resolution of this action or through written agreement by the Parties, to set a reasonable and appropriate bond, to permit Plaintiff to contact its former clients in accordance with the parties' agreements and to clarify certain misrepresentations, to appoint a special master to attend all depositions in this matter, and for such further relief as this Court deems just and fair.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing document was served via US Mail upon all parties on the attached service list on this 22nd day of March, 2018.

Pike & Lustig, LLP

/s/ Michael Pike

Michael J. Pike

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Daniel Lustig

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502015CA002733XXXMB AH

A LAW FIRM OF GOLDSTEIN,
SCHMITT & ASSOCIATES, PLLC,
a Florida limited liability
company,

Plaintiff,

-vs-

THOMAS P. SCHMITT, and
ANTHONY BENNETT,

Defendants.

DEPOSITION OF THOMAS SCHMITT
Volume 1 of 2
Pages 1 through 123
VIDEOTAPED

Friday, April 3, 2015
9:45 a.m. - 12:18 p.m.

444 West Railroad Avenue
Suite 300
West Palm Beach, Florida 33401

Stenographically Reported By:
Denise Cupelli, RPR, FPR
Registered Professional Reporter
Florida Professional Reporter

1 and it goes in the file.

2 **Q. And what has your practice been during the**
3 **last 12 months with respect to having information**
4 **computerized?**

5 A. Well, the Goldstein firm used several
6 different programs. First they used Prevail, then they
7 used Soft Solutions or Aderant. I think they went to a
8 better version of Aderant at some point.

9 **Q. Those are computer software programs that**
10 **personal injury lawyers can utilize, correct?**

11 MS. SCOTT: Objection to the form.

12 THE WITNESS: Yes.

13 BY MR. KATZMAN:

14 **Q. Those are computer software programs that you**
15 **have used at the Goldstein Law Firm, correct?**

16 A. Yes. I'm not real proficient at it, but I've
17 used them.

18 **Q. As we sit here today, you still have a minor**
19 **ownership interest in the Goldstein Law Firm, correct?**

20 A. I do.

21 **Q. What is that percentage, sir?**

22 A. 2 percent.

23 **Q. Do you acknowledge having fiduciary duties as**
24 **an owner of the law firm to the Goldstein Law Firm?**

25 A. I'm not a corporate lawyer. I'll defer to my

1 requesting it. Only a couple did. But I've told them
2 all verbally. And my clients know when I tell them
3 something, it's the truth.

4 **Q. Well, let's just stick with what's in writing**
5 **for a moment, sir. So then it would be correct that**
6 **only a couple or a few of the written agreements have**
7 **such a handwritten notation, right?**

8 A. I think that's fair. I mean, I'd have to
9 literally go through all of them, to tell you the truth.
10 But I only recall a couple of them asking me to put it
11 on the contracts, correct.

12 **Q. How many written fee agreements have you**
13 **entered into with clients that were previously**
14 **represented by the Goldstein Law Firm?**

15 A. I'd have it look at the list to give you an
16 exact number. It changes daily, but it's somewhere
17 between 140 and 170, something like that.

18 **Q. All right. If you could please return to your**
19 **review of the Notice Duces Tecum and response and**
20 **confirm the accuracy of the response.**

21 A. Yes, we were on 5. I wasn't finished with
22 that though. There were other clients that not only did
23 she claim a charging lien and tell them she was going to
24 hold the file hostage, but she told some clients that
25 there was going to be a Federal indictment against me,

1 Chandler, who used to be a friend of mine, or I thought
2 was a friend of mine. He now, I think works for Lauri
3 Goldstein. Turned out he's a convicted felon, et
4 cetera. I didn't know that, but in any event, he
5 brought his friend, Rossi in, who acted as Lauri's
6 lawyer during this meeting.

7 So when I meet with Rossi, the first thing I
8 did was I said that I know that Lauri Goldstein's made
9 it very clear that she won't agree to a joint letter,
10 and so here is a joint letter. I said, I'll be willing
11 to do it anyway, and I gave him the joint letter.

12 So that's something I didn't have. That was
13 just one document. That was my only copy of it. I
14 didn't print out another copy from my computer. But
15 Goldstein and/or Rossi have a copy of that. So I don't
16 think that's respons -- I don't have that responsive to
17 this, because I didn't have one of those. Other than
18 that, I think that the documents I've provided are
19 completely responsive to Number 12.

20 Number 13: All documents that you, or someone
21 on your behalf, authored on behalf of a client of the
22 Goldstein Law Firm by which the client terminated the
23 services of the Goldstein Law Firm, along with any
24 drafts of same, and all time stamps or other
25 documentation demonstrating when the drafts and letters

1 were created.

2 We said: See responsive E-Mails and Outlook
3 items, Bates 2 through 213. Some of it is actually
4 "none," like drafts and stamps when the letters were
5 provided. But I produced the termination letters and
6 the E-Mails attaching the termination letters to the
7 Goldstein Law Firm. I don't believe the letters were
8 dated, because there were so many of them and they
9 changed daily. I think that the E-Mails were sent at or
10 about the time we received the termination letters from
11 the clients.

12 **Q. What you have been defining as a drop letter**
13 **is a letter by which a client advises the Goldstein Law**
14 **Firm that they no longer wish to be represented by that**
15 **law firm and wish to be represented by your new law**
16 **firm, correct?**

17 A. Correct.

18 **Q. So throughout this deposition when we use the**
19 **term "drop letter," that's what we'll be referring to,**
20 **fair enough?**

21 A. Yes, I agree.

22 **Q. All right. Have you attached to this document**
23 **production all of the drop letters that you have through**
24 **the present?**

25 A. I believe so, unless some have come in this

1 morning.

2 **Q. All right. Now, you indicated that these**
3 **documents are not dated. Can you tell me who prepared**
4 **these documents?**

5 A. Well, when you say "these documents," that's
6 not true. The E-Mails are dated. The drop letters are
7 not dated, I don't believe, unless a client dated one
8 with a signature, and I wouldn't know without going
9 through all of them.

10 **Q. Well, I'm looking at what you've produced and**
11 **I don't see a date on the drop letters.**

12 **Let me just ask it this way. Who prepared the**
13 **drop letters?**

14 A. I may have typed it myself, or it was one of
15 my paralegals. It was either Nicole or Julianne. I may
16 have typed it myself though. I don't remember.

17 **Q. When did you initially write the form of the**
18 **draft or drop letter?**

19 A. Sometime right about the weekend before the
20 meeting that we had on the 9th, whatever the date would
21 be there.

22 **Q. Do the drop letters apply to both clients who**
23 **have a matter in litigation and those who are pre-suit**
24 **or in the claims process?**

25 A. Yes.

1 **Q. Both?**

2 A. Yes.

3 **Q. Is there any way to tell which of these**
4 **clients are pre-suit, meaning the claim process?**

5 A. Not from the drop letters.

6 **Q. From your knowledge of these matters, about**
7 **how many of these are pre-suit versus in litigation?**

8 A. I really don't like to guess. I mean, I deal
9 with accurate numbers. I'd have to look at the lists.
10 But roughly I believe about 70 to 80 are pre-suit and 50
11 to 70 or so are litigation.

12 **Q. And "litigation" means they're now a matter of**
13 **public record, correct?**

14 A. Yes.

15 **Q. And "pre-suit" means they are not a matter of**
16 **public record, correct?**

17 A. I don't know the answer to that question. I
18 mean, generally pre-suit cases are not in a court file,
19 but something may be public record in those cases. I
20 don't know. They are accident news reports. There's
21 police reports. I mean, I don't know if those are
22 public record. I don't know if that answers your
23 question.

24 **Q. All right. Please continue with your review**
25 **of the Duces Tecum and response.**

1 A. I think I was on 14; am I right?

2 MS. SCOTT: Yes.

3 THE WITNESS: 14: All documents reflecting or
4 evidencing when you, or someone on your behalf
5 requested a client of the Goldstein Law Firm to
6 execute a letter terminating the services of the
7 Goldstein Law Firm.

8 It says "none." I would only amend that to
9 say that there were some letters sent to clients
10 that we could not contact by phone and that had not
11 told us that they were deciding to stay with the
12 Goldstein Law Firm. There were like 20 of those,
13 and I think you have them. I think that might be
14 responsive to Number 14 as well, but other than
15 that, there are none.

16 BY MR. KATZMAN:

17 **Q. Let me just go back. So what document exists**
18 **with respect to the subject matter you just identified?**

19 A. There are -- you have in your stack about
20 20 letters or so that were sent to clients that we did
21 not -- we were not able to communicate with by phone and
22 who had not indicated by way of E-Mail from your office
23 or Goldstein's law office that they were continuing to
24 be represented by Lauri Goldstein. So we sent letters
25 to those clients giving them the option of either

1 staying with Lauri Goldstein, coming with us, choosing a
2 new firm, and explaining the -- how the fees would be
3 handled.

4 **Q. And that's included in this material**
5 **(indicating)?**

6 A. Yes, I believe so.

7 MS. SCOTT: Yes, it is.

8 BY MR. KATZMAN:

9 **Q. All right. Great. By the way, where did you**
10 **get the names and addresses of the clients to send all**
11 **these letters?**

12 A. I believe that they were on printed sheets
13 from Aderant, from the computer.

14 **Q. So did you print those out from the computer**
15 **before you left the firm?**

16 A. No, I didn't. I believe Nicole did though.

17 **Q. Who is Nicole?**

18 A. Nicole was my paralegal at the Goldstein firm
19 and she's my paralegal at my new firm.

20 **Q. Did she print this information out at your**
21 **direction?**

22 A. You'd have to ask her. I honestly don't
23 remember. I don't think so.

24 **Q. When she gave you the list, you knew that it**
25 **was property of the Goldstein Law Firm, didn't you?**

1 A. Not really. There were pieces of paper.
2 That's all I could say. I mean, I had a lot of the
3 client's phone numbers in my cell phone, so that wasn't
4 the property of the Goldstein Law Firm.

5 **Q. Who paid your cell phone bill?**

6 A. I did. Well, I paid my cell phone bill, but
7 the firm paid a portion of my cell phone in a
8 reimbursement.

9 **Q. Did the firm buy you a laptop?**

10 A. I don't think so. I had a laptop, yeah, but
11 it wasn't for me. It was the firm's.

12 **Q. Where is that laptop now?**

13 A. I honestly don't know. It may be with all the
14 stuff that I brought home. I'll have to look if it is.
15 But either that or it's in the Goldstein office with all
16 my personal stuff.

17 **Q. Will you look for it and if you have it,
18 provide it to your lawyer?**

19 A. Of course. The only reason I think it may be
20 there is because I do mediations, and I had done a
21 mediation the week before and the week after, and they
22 had PowerPoint presentations on them, so I may still
23 have it there.

24 **Q. All right. Please continue with your review
25 of the Duces Tecum.**

1 A. 15: All physical client files of the
2 Goldstein Law Firm that you, or someone on your behalf,
3 removed from the Law Office of Goldstein.

4 What I produced was two files, Martel and
5 Cebulski. They were not removed from the Law Offices of
6 Lauri Goldstein. I had been work on both of those files
7 for several weeks before I left from my house. Cebulski
8 was a mediation that settled.

9 Martel was a case that was set for trial on
10 March 23rd in which I had done several depositions on,
11 so they weren't removed from the firm. They were just
12 at my house.

13 **Q. Where are they now?**

14 A. I gave them to my counsel.

15 MS. SCOTT: They're in the trunk of my car. I
16 took pictures of them.

17 THE WITNESS: Okay. 16: All electronic
18 client files of the Goldstein Law Firm that you, or
19 someone on your behalf, removed from the Law Office
20 of the Goldstein Firm.

21 None.

22 17: All documents regarding or related to
23 your hospitalization and/or confinement pursuant to
24 the Baker Act.

25 There's an objection my lawyer made.

1 **Q. All right. I'm going to ask when we take a**
2 **break that you reach out for him, because I don't think**
3 **there's anything about that question that calls for**
4 **privileged communications.**

5 MS. SCOTT: Well, he's not objecting to the
6 question. He's saying he doesn't know -- he wants
7 to consult. He can't answer what he doesn't know.
8 He's answered your question.

9 MR. KATZMAN: Well, that's why I asked him.

10 MS. SCOTT: You don't like his answer, you can
11 deal with it outside of here.

12 MR. KATZMAN: No, no, I want you to answer --

13 MS. SCOTT: He doesn't know.

14 THE COURT REPORTER: One person at a time.

15 BY MR. KATZMAN:

16 **Q. It's a wonderful answer. It just doesn't tell**
17 **me the information. So I'm asking, do you know, one way**
18 **or the other, whether you have tendered payments on the**
19 **\$200,000 loan?**

20 A. I can answer it this way. Lauri has not been
21 paid on that loan as of yet. She sent me a one-day
22 demand letter last week or something like that.

23 **Q. Thank you.**

24 A. You're welcome.

25 **Q. Earlier in this deposition, you identified a**

1 particular discussion with Lauri Goldstein that led you
2 to making the decision that you were going to leave her
3 employ. How much time passed between when you made that
4 decision and when you met with her on March 9, 2015?

5 A. I think it was about two weeks. I mean, I may
6 be off by a couple days, but about two weeks.

7 Q. During that two-week period, who, if anyone,
8 did you talk to about your leaving the Goldstein Law
9 Firm?

10 A. Well, certainly my wife, Darryl Kogan and Ted
11 DiSalvo, Jeff Chandler, and maybe some others, but
12 that's all I can remember off the top of my head.

13 Q. Okay. What is your wife's name?

14 A. Meaghan.

15 Q. Did you speak with both Darryl Kogan and Ted
16 DiSalvo?

17 A. At some point during that two weeks, I did,
18 yes.

19 Q. I would like for you to tell me, in as much as
20 detail as you can, about each conversation you had with
21 either one of those gentlemen before May 9, 2015
22 concerning these matters.

23 A. Well, like I say, the first conversation I had
24 was with Darryl Kogan. I believe it was on the day that
25 Lauri said she wasn't going to pay me what she owed me,

1 Between that time and the time that I left the
2 firm, your question was did we practice together? I
3 practice law. I don't know what Lauri Goldstein did,
4 but I can tell you if she practiced law, it wasn't very
5 much. She would come in at noon, have a two-hour lunch,
6 shop online for a few hours, and then leave.

7 **Q. When we initially looked at your employment**
8 **agreement and it had a bonus with respect to the claims**
9 **department, was there a period of time during which you**
10 **were on disability and could not do litigation matters?**

11 A. On disability and could not do litigation
12 matters. I don't think so.

13 **Q. Did you receive disability benefits during the**
14 **period of time that you were with Goldstein Law Firm?**

15 A. That's something that -- I can answer that
16 question, but I'm not sure that that's something that
17 I'm going to have to answer.

18 MS. SCOTT: It might be privileged.

19 THE WITNESS: Yeah.

20 MS. SCOTT: Let me tag that and we can talk on
21 a break and get back to it.

22 THE WITNESS: Yeah.

23 BY MR. KATZMAN:

24 **Q. All right. Let's go back to where we started,**
25 **which were the conversations that you had with either**

1 Darryl Kogan or Ted DiSalvo after the argument with
2 Lauri Goldstein, up until your departure on March 9,
3 2015.

4 A. Uh-huh.

5 Q. You've described the first brief conversation
6 with Darryl Kogan. Can you now describe any other
7 conversations that occurred?

8 A. Yes. The only other -- well, I shouldn't say
9 the only other. The only conversation with Ted DiSalvo
10 was, I don't remember the date, but Larry Klitzman will
11 because he called me on that day while I was having
12 dinner with Darryl Kogan and Ted DiSalvo, and we are
13 discussing the formation of a new firm.

14 Q. When was that?

15 A. I don't know. I was at dinner. That's all I
16 know.

17 Q. Where was the dinner?

18 A. Capital Grille.

19 Q. Capital Grille where?

20 A. Palm Beach Gardens.

21 Q. What did Mr. Klitzman call you about on that
22 day?

23 A. He said that I've been a friend of yours and
24 Lauri's for a long time, that he's always liked me and
25 respected me, and that if he could mediate in any way or

1 **Q. During that meeting, isn't it true that you**
2 **told Lauri Goldstein and Richard Rossi that you were**
3 **willing to have the client letter attached to your**
4 **employment agreement sent to the clients?**

5 A. No. In fact, I don't believe my employment
6 agreement contained the joint letter. What I did was I
7 handed them a joint letter, which comported with the
8 Florida Bar Rules that I said, we can do this, but it's
9 got to be today. It's got to be by my staff. It's got
10 to be on your letterhead, and you get copies, because
11 I'd seen how Lauri treated joint letters in the past
12 with other employees that have left.

13 **Q. Isn't it true that the drop letters had**
14 **already been typed up before your meeting with Lauri and**
15 **Richard on March 9th?**

16 A. Yes. It was one drop letter copied many
17 times.

18 **Q. So what would the point have been of doing a**
19 **joint letter if you had already communicated with the**
20 **clients and they had decided to sign the drop letter?**

21 A. Well, there were only a certain amount of
22 clients we had communicated with to that point.

23 **Q. How many?**

24 A. I don't know the answer. I think there
25 were -- I think right after the meeting, I think I

1 let's go to Lauri Goldstein. They all said us. So if I
2 sent you 23 drop letters, that was probably -- whatever
3 it is, that's probably how many we had contacted.

4 **Q. Let's explore -- let's explore the "we" in**
5 **that sentence. Who from your new law firm was**
6 **contacting the Goldstein Law Firm client?**

7 A. Me, Tony Bennett, Julianne Lorello, Nicole
8 Miller and possibly -- this is my old law firm. That's
9 if for my old law firm, and possibly Kaylea Adkins, who
10 had quit Lauri Goldstein's because Lauri was nasty to
11 her, and I called her up and she said she'd be happy to
12 come work for me.

13 **Q. Does your current office have any employees**
14 **other than people you just mentioned?**

15 A. No.

16 **Q. Do you know what law firms Tony Bennett worked**
17 **at before the Goldstein Law Firm?**

18 A. I don't know. Well, I may know all of them.
19 I know he was a Public Defender. I know he worked for
20 Shawn Spellacy, and I know he worked for Shane Stafford.
21 Those are the only ones I know of. He may have worked
22 for others.

23 **Q. Would you please take out your employment**
24 **agreement that we marked as Exhibit 3 again.**

25 A. Yes.

1 Rules say, you can't contract away the client's
2 right to choose. The Bar Rules say when the client
3 has the right to choose. The firm doesn't own the
4 client. And I contacted the Bar and I asked them
5 very specifically, if somebody told me they're not
6 agreeing to a joint letter, can I contact the
7 clients unilaterally? And they gave me the cite to
8 the Bar Rule and it says very clearly that you can
9 contact the clients unilaterally if you can't agree
10 on a joint letter, and that's what I did, so if
11 that answers your question.

12 BY MR. KATZMAN:

13 **Q. Subsequent to your termination of your**
14 **employment with the Goldstein Law Firm, did you contact**
15 **any clients of the Goldstein Law Firm without such**
16 **clients first contacting you?**

17 A. Yes.

18 **Q. Did you direct Tony Bennett, Nicole, and the**
19 **other employees that you have identified of your current**
20 **law firm to contact clients of the Goldstein Law Firm**
21 **before those clients first contacted you or Mr. Bennett?**

22 A. Yes.

23 **Q. Were those instructions to Mr. Bennett and the**
24 **staff verbal, in writing, or both?**

25 A. Verbal.

1 them to, if that's the case.

2 **Q. With respect to the drop letters that were**
3 **received by your office, did you cause those to promptly**
4 **be sent via E-Mail to the Goldstein Law Firm?**

5 A. Yeah. It's prob -- look, there's a lot of
6 them. So I may have been mistaken on a couple of them
7 and hadn't gotten them through. But my instructions
8 were get them to them immediately, and I personally sent
9 a lot of them immediately.

10 **Q. Would you agree with me that the**
11 **attorney/client relationship is a very important one?**

12 A. Of course.

13 **Q. And that there were substantial relationships**
14 **that the Goldstein Law Firm, and now your current law**
15 **firm, have with existing clients?**

16 MS. SCOTT: Object to the form.

17 THE WITNESS: Yeah, and I don't know what you
18 mean by that. I had a tremendous relationship with
19 all my clients at the Goldstein firm, as did my
20 paralegal, who was very close to all of our
21 clients, as did Tony, because it was the only
22 lawyer they had ever spoken with. And Julianne was
23 only there for a short period of time, so I don't
24 about her so much. But we had a tremendous
25 relationship with everybody we worked with, because

1 A. I'd have to look at the case list. It was a
2 McDonald's trip-and-fall accident over a parking bumper.
3 I'd have to look at the list. I don't know. But it's
4 common knowledge in the firm. She gave her first depo.
5 David Aversa attended it, and apparently she was on
6 drugs or drunk or something. And then she, at the
7 second depo, I attended it and she said that, I don't
8 remember what I said in my first depo because I was on
9 drugs, or something like that.

10 **Q. Were there any other cases that you knew you**
11 **did not want?**

12 A. There were probably some I had an inkling on,
13 but I believe we tried to contact all of them with -- at
14 least I did, with the exception of that. That one
15 client stands out in my mind. But I think I tried to
16 contact all of them, I mean, as best we could.

17 **Q. And the one client who stands out in your mind**
18 **is someone who you are unable to identify today, right?**

19 A. Well, no, I probably can identify it. Wait.
20 Ingrid McCall.

21 **Q. So to the best of your knowledge, you or**
22 **others under your supervision, contacted all of the**
23 **Goldstein Law Firm personal injury clients other than**
24 **Ms. McCall?**

25 A. I personally believe I did, as much as I

1 could, and had my paralegal do as much as she could.
2 You'd have to ask Tony Bennett. I mean, he -- he was
3 really in charge of his own clientele. I didn't know a
4 lot of his clients, so I don't know exactly what he did.

5 **Q. How many clients did he have, to your**
6 **knowledge?**

7 A. I honestly don't know. You'd have to ask him.

8 **Q. In your current law firm, are you tracking**
9 **origination on these files?**

10 A. Yes, yes.

11 **Q. So does your current law firm have some list**
12 **or record of which cases came from the Goldstein Law**
13 **Firm that you were deemed the originator and Tony is**
14 **deemed the originator?**

15 A. Now, I don't know about that. We have a list
16 that shows what cases originated with Lauri Goldstein
17 and what cases we signed up on our own.

18 **Q. All right. And the list of clients from the**
19 **Goldstein Law Firm would all be supported by a drop**
20 **letter that was or is in the process of being sent to**
21 **us?**

22 A. Yes.

23 (Plaintiff's Exhibit No. 12 was marked for
24 identification.)

25

1 Deposition taken before Denise Cupelli, RPR, FPR
2 and Notary Public in and for the State of Florida at
3 Large in the above cause.

4 * * * * *

5 THE VIDEOGRAPHER: We are back on video
6 record. The time is 1:00 o'clock p.m.

7 DIRECT EXAMINATION CONTINUED

8 BY MR. KATZMAN:

9 **Q. The next thing I wanted to talk about were**
10 **some specific clients. The first one being Theresa**
11 **Martel. What, if any, efforts did you make to solicit**
12 **her business?**

13 A. Only one phone call. Well, I should say one
14 phone call where I talked to her. I don't know if there
15 were other calls made, but one call.

16 **Q. And what happened during that phone call?**

17 A. She said she's staying with Goldstein. Don't
18 contact me anymore, and I said, fine. Good luck.

19 (Plaintiff's Exhibit No. 16 was marked for
20 identification.)

21 BY MR. KATZMAN:

22 **Q. And in fact, did you receive a letter from her**
23 **marked as Exhibit 16 requesting that you do not contact**
24 **her any further?**

25 A. It's possible. I don't recall receiving it,

1 but it is possible.

2 **Q. Do you know what the current status of her**
3 **case is?**

4 A. I don't. I haven't been there since the 9th.
5 I knew what it was before I left.

6 **Q. The letter that we looked at refers to**
7 **March 9, 2015. Isn't it true that you contacted her**
8 **again on March 10, 2015?**

9 A. I'm sorry, what letter are you referring to?

10 **Q. Exhibit 16.**

11 A. Oh, okay. I don't know when I contacted her,
12 but I can guaranty you this, I had not received a letter
13 before I contacted her.

14 **Q. Because once you get the letter, you know**
15 **you're not supposed to speak to her anymore, right?**

16 A. I don't know if that's actually true, but
17 after that phone call, I wasn't going to talk to her
18 anymore anyway. I know she made it very clear she was
19 staying with her. She's a female. She probably chose
20 Lauri because she's a female.

21 **Q. Knowing that you were in possession of her**
22 **file at your home, what efforts, if any, did you make to**
23 **get her file back to the Goldstein Law Firm so they**
24 **could use it to prepare for trial?**

25 A. I gave it to my lawyer yesterday and that was

1 it. Nobody requested it before that, and I didn't have
2 any contact with Lauri before that.

3 **Q. Once Theresa Martel told you that she was**
4 **staying with Lauri, you knew that Lauri Goldstein would**
5 **need the file, right?**

6 A. I don't know if Lauri Goldstein would need the
7 file. I don't know what she would do. But I knew that
8 somebody, when she hired a lawyer or something would
9 need the file. And as soon as somebody requested it
10 from me, they would have gotten it instantly, which is
11 what happened. You requested it yesterday, I think, or
12 whenever the Duces Tecum came in, and you got it a day
13 later.

14 **Q. Well, I haven't gotten it yet.**

15 A. Oh, okay. It's here.

16 **Q. Is it your intention to turn it over to me**
17 **today?**

18 A. Absolutely. It's in her trunk, she said.

19 **Q. Let's make sure I do that. Do you need some**
20 **form of receipt for it or --**

21 MS. SCOTT: I took a picture of it. If you
22 want to just shoot me an E-Mail on your phone
23 saying you received it and that we're going to put
24 that on the record, that's fine. Next time we take
25 a break this afternoon, I can run down and get it.

1 say.

2 Q. With respect to the clients that elected to
3 stay with the Goldstein Law Firm, what, if anything, did
4 you do to ensure the continuity of effective
5 representation of those clients after you left?

6 A. The ones that stayed with her?

7 Q. Yes. In other words, what did you do to make
8 sure that those clients' deadlines and needs in their
9 litigation files were being properly attended to?

10 A. Are you talking about litigation clients?
11 I'll tell you what I did. When I left, I contacted all
12 the clients and told them that we were leaving and I'd
13 be happy to represent them if they chose to do that.

14 Q. Okay.

15 A. I didn't have any control over Lauri
16 Goldstein.

17 Q. Sure. Did you do anything else to assist the
18 clients that stayed with Lauri Goldstein, like provided
19 some transitional memo, or list of actions to be taken,
20 or anything like that?

21 A. No. I did though, offer at the meeting with
22 Lauri to close out any files that had been settled
23 before I left in order so that the client could get
24 paid, the doctors could get paid, and the lawyers could
25 get paid. I offered to do that. I've got an outline of

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "B"



Jeffery Chandler <chandler.jeffery@gmail.com>

13-00501 Foreman (Eveline) v. Garland Mills:

Litigation103 <litigation103@gsaattorneys.com> *Glenda Keller (Current Employee)*
 To: "Jeffery Chandler (chandler.jeffery@gmail.com)" <chandler.jeffery@gmail.com> Tue, Mar 17, 2015 at 5:39 PM

At 2:30 PM client Eveline Wright-Foreman met with Nicole in the parking lot of McDonald's. Client had to wait an hour for Nicole to arrive. Client then signed a piece of paper, without reading it because she trusted Tom, that she never got a copy. When she asked for a copy of what she signed, Nicole provided her with an unsigned copy. She had no idea what's going on but did so because she was told to do so. Client is very confused because she tried calling Tom and Nicole and no one picked up the phone. Client is also very afraid of time and being harassed by Tom. She came into Lauri Goldstein's office looking for directions to Tom's office. Expressed all these concerns and problems and wanted to stay with attorney Goldstein. She's known Laurie for 20 years since she was in Fort Pierce. She would've never left the firm if she knew what was going on.

Glenda walked into Lauri's office when she heard the conversation between Lauri and the Client. The Client was highly upset because she has been receiving non-stop calls from Nicole since Goldstein's office faxed the letter revoking the prior letter that the client had signed informing them that she is staying with Lauri. Lauri calmed her down.



Glenda Keller, Paralegal
GOLDSTEIN, SCHMITT & ASSOCIATES, PLLC

1330 SE Federal Highway
 Stuart, FL 34994

Phone (772) 286-8605/Fax (772)286-9893
 litigation103@gsaattorneys.com

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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
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Defendants.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "C"

3/24/15

I Keonda Tumblin was misled
the wrong way about signing a contract/
paper about leaving Laura J. Goldstein
firm I was told all kind of lies and
tricked by Tom and Nicole into leaving
my original lawyer (LAURA J. Goldstein)
I donot want Tom and Nicole to represent
me I want to remain with Laura J. Goldstein
she was my lawyer 9 years ago and
I never had a problem with her at all!!!

Keonda Tumblin



IN THE CIRCUIT COURT OF THE
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Defendants.

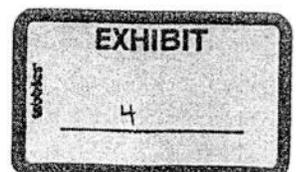
**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "D"

Dear Laurie Goldstein,
I Theresa Martel came to your
office today 3/9/2015 and
would like you to continue as my
attorney & to keep my files and
Please keep Tom Schmidt from
contacting me any further.

Theresa Martel

LM



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

CASE NO.: 2018-CA-002535-O

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INJURY LAW TEAM LLC, a Florida limited
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Defendants.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "E"

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IN RE: INVESTIGATION

STATEMENT OF THERESA MARTEL

(TRANSCRIBED FROM ELECTRONIC RECORDING)

DATE: March 10, 2015

TRANSCRIBED BY: Jodi L. Colello, Florida Professional Reporter and Notary Public of the State of Florida at Large

PRESENT: Gary Brohman, Investigator
Theresa Martel
Michael Longton

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MR. BROHMAN: It's March 10th, 2015. It's approximately 6:35 p.m. It's Gary Brohman B-R-O-H-M-A-N. I'm at 1330 South Federal Highway, Stuart, Florida.

In the room with me is?

MS. MARTEL: Theresa Martel.

MR. BROHMAN: What's your date of birth?

MS. MARTEL: June 8th, 1960.

MR. BROHMAN: Sir?

MR. LONGTON: Michael Longton, July 13th, 1953.

MR. BROHMAN: You both understand that I am a licensed private investigator of the State of Florida and that I am recording this conversation?

MS. MARTEL: Yes.

MR. LONGTON: Yes.

MR. BROHMAN: And I have permission to record this conversation?

MR. LONGTON: Yes.

MS. MARTEL: Yes.

MR. BROHMAN: And I have not paid you, threatened you, coerced you, threatened you, made you any promises in any way, you're doing this of own freewill?

1 MS. MARTEL: That is correct.

2 MR. LONGTON: That's correct.

3 (Interview with Theresa Martel as follows:)

4 BY MR. BROHMAN:

5 Q You have a case, a civil case that
6 Lauri Goldstein is handling, correct?

7 A That is correct.

8 Q Approximately how long?

9 A Since December. I've been with her I believe
10 since December of 2010.

11 Q Okay. And who was handling the case for the
12 most part the past couple years?

13 A Tom Schmitt.

14 Q Attorney Tom Schmitt?

15 A Yes, Attorney Tom Schmitt. I apologize.

16 Q And what was your overall impression of his
17 performance at depositions and trial, anything?

18 MR. BROHMAN: Okay, we're at a point where
19 we're going to turn it off one second.

20 (Discussion off the record.)

21 MR. BROHMAN: Okay, after approximately a
22 minute, a minute and a half, we're back on the
23 recorder.

24 MS. MARTEL: I was very unsatisfied with the
25 results of my case and how it's been progressing

1 with the mediation, as well as with the deposition
2 that was last year.

3 BY MR. BROHMAN:

4 Q Okay. Fine.

5 Yesterday, being March 10th, did you receive
6 a phone call from Tom yesterday, March 10th?

7 A Yes, I did. At approximately 5:50 p.m.

8 Q Where had you just left when you received the
9 phone call?

10 A Lauri Goldstein's office. I had made it over
11 the Roosevelt Bridge when my phone rang. It was Tom on
12 the other end.

13 Q Okay. What -- why was your reason to be at
14 Lauri's and what did you talk about when you were at
15 Lauri's?

16 A I received a package from Nicole Miller, who
17 was a paralegal at the time for Tom Schmitt and she sent
18 me a package for interrogatories for the defending
19 attorney and my lawsuit. And I -- some of the questions
20 were unclear to me, so I needed to have assistance as to
21 all -- to helping me with some of the verbiage because
22 it was attorney language and I was unsure of the
23 questions.

24 So I contacted the office of Lauri Goldstein
25 yesterday morning so that Nicole Miller could go over

1 them with me, and I was informed that Nicole Miller was
2 no longer with the firm so I asked to speak with Tom.
3 And I was placed on hold and a gentleman came on the
4 line and asked me if he could help me.

5 I explained the situation and they never said
6 anything about Tom no longer being with the firm. I
7 told them I need to have help with this interrogatory,
8 because some of the verbiage I was not understanding and
9 so they said that they would have Lauri give me a call
10 back and I explained to them that I was at work. And
11 because I worked for a government program, I can't have
12 telephone calls on the premises, and so I would call
13 back after 4:00.

14 And when I called back after 4:00, Lauri spoke
15 to me and asked me to come down so they could go over
16 the forms with me. And when I got here, I found out
17 that Tom was no longer here and that there was going to
18 be another paralegal that will be able to assist me with
19 the interrogatories and that they asked me if I would
20 like to continue on with my -- with the firm and I said
21 yes, I would because I signed up with Lauri Goldstein
22 because I had faith in her legal firm and would like to
23 continue on.

24 So I signed a document stating that I would
25 like to continue on with Lauri Goldstein and then I

1 left. And then after I left, about three or four
2 minutes after that, I went over the bridge and there was
3 a phone call from Tom and he, you know, said hello, this
4 is Tom and -- and he said I assume that you know that
5 I'm no longer at Lauri Goldstein's and I did not find
6 out until after 4:30, 5:00 yesterday that he was no
7 longer here, I said but yes, I am aware.

8 So he told me that had he left the law firm so
9 he could begin his own law firm and asked me if I would
10 like to join his law firm. And I said no, I do
11 apologize but I decided to stay with Lauri Goldstein and
12 he said okay, thank you, he said -- and he said that's
13 okay. And but he said I don't know how she would be
14 able to help you since there are no longer any attorneys
15 within her firm.

16 And so that I kind of got a little upset at
17 that but I told him, I said well, I wish him well, you
18 know, and good luck in the new firm and thanked him for
19 everything and that was the end of our call. And then I
20 contacted Lauri afterwards to explain to the
21 conversation because I was concerned because of him
22 stating that he didn't know how he was -- they were
23 going to be able to represent me because there were no
24 attorneys in this law -- this law firm.

25 Q Okay. That's fine.

1 And you told him that you had signed a letter
2 with Lauri or did you tell him that you signed a letter
3 with Lauri yesterday when he spoke with you telling him
4 you wanted to stay here?

5 **A** Yes, I did. I explained to him that I did
6 sign a document stating that I was staying with
7 Lauri Goldstein's law firm.

8 **Q** This was approximately 5:00 yesterday?

9 **A** It was 5:50 p.m.

10 **Q** 5:50. I'm sorry. Okay.

11 Would you like to add anything to this?

12 **A** No.

13 **Q** At this time, I'm going to turn of the
14 recorder.

15 You understand I recorded this?

16 **A** Yes, I do.

17 **Q** Permission to do so?

18 **A** Yes, you did.

19 **Q** I did not pay you, coerce you, threaten,
20 promise you anything to do this?

21 **A** That is correct.

22 MR. BROHMAN: Fine, thank you.

23 (Interview concluded.)

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CERTIFICATE

I, JODI L. COLELLO, a Florida Professional Reporter, certify that in the investigation, a Statement by Theresa Martel was given on March 10, 2015; that the same was electronically recorded and said recordings were transcribed by the undersigned. I further certify that the foregoing constitutes a true transcript of the electronically-recorded interview to the best of my abilities, recognizing those limitations inherent in electronically-recorded proceedings.

I CERTIFY FURTHER that I am neither attorney nor counsel for, nor related to nor employed by any of the parties to the action in which the interview was had and further, that I am not a relative or an employee of any attorney or counsel employed in this case; nor am I financially interested in the outcome of this action.

DATED this 20th day of March, 2015.

Jodi L. Colello

JODI L. COLELLO, FPR



IN THE CIRCUIT COURT OF THE
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EXHIBIT "F"

STATEMENT

- SS: Today's date is Monday, ~~April~~ ^{JANE} 8, 2015. The time is approximately 11:40 a.m. My name is Steve Sessler. I'm a licensed private investigator. I've been retained by attorney Jayne Weintraub on behalf of her client, Lauri Goldstein. Do you understand that I am a private investigator and I'm requesting if you would voluntarily submit to a recorded, sworn statement.
- JS: Yes.
- SS: And as a notary I can swear you in. Can you raise your right hand? Do you solemnly swear the following statement is true and correct to the best of your knowledge, so help you God?
- JS: Yes I do.
- SS: Can you please state your name and your date of birth, please?
- JS: Johnny S-u-c-k-e-r, 6/3/68.
- SS: And Johnny, where do you live?
- JS: I live in Port St. Lucie.
- SS: And how long have you lived in Port St. Lucie?
- JS: Approximately seventeen years.
- SS: And are you currently married?
- JS: I am.
- SS: And what do you do for a living?
- JS: I drive.
- SS: And by drive, do you drive, ahh commercially for individuals?
- JS: I do medical transport, hmm I was a personal driver, for Tom Schmitt.
- SS: Now, we'll talk a little bit later about Tom Schmitt. Are you familiar with our client, our client, Lauri Goldstein?

JS: I am.

SS: OK. And how did you meet her and how long ago was that?

JS: I've known of Lauri for about seventeen years through a mutual friend of my wife's.

SS: And who is the mutual friend?

JS: Mindy Langiven.

SS: And how does she spell her last name?

JS: L-a-n-g-e-v-i-n, I believe.

SS: And what is your wife's first name?

JS: Cathy.

SS: And how long have you been married?

JS: Ahh, twenty five years.

SS: So subsequently, you met Lauri Goldstein through a friend of your wife whose name is Mindy, correct?

JS: That is correct.

SS: Now, at that time, did you work for Lauri at all?

JS: No.

SS: Okay, now you mentioned Tom Schmitt?

JS: Correct.

SS: Okay. What does Tom Schmitt do for a living when you.. What did he do for a living when you met him?

JS: He worked for Lauri Goldstein.

SS: As an employee for the law firm?

JS: Correct.

SS: Okay, and about how long ago was that when you met him?

JS: Approximately two and a half years ago.

SS: Okay, now did there come a time when your wife had a civil case, a personal injury case, ahh which was handled by the Goldstein Law Firm or one of the individuals who worked for them?

JS: Yes.

SS: And how long ago was this case?

JS: I believe it was somewhere October 13th, if I'm not, or October of 2013

SS: So, almost two years ago?

JS: Yes.

SS: And what happened to your wife, so that a case was filed?

JS: She had a slip and fall.

SS: And where did that take place at?

JS: At Dunkin Donuts in Port St. Lucie.

SS: And who was the attorney assigned to that case on behalf of your wife?

JS: It was Aaron.. I'm not sure of his first and last name, hmm.

SS: But did Aaron work for the law firm of Goldstein?

JS: He did.

SS: And, subsequently did Tom Schmitt become involved?

JS: Yes.

SS: And how did that transpire or take place?

JS: Aaron left and Tom took over the case and said that he was going to personally handle it himself.

SS: Now did your wife have surgery?

JS: She did.

SS: And what part of her body was injured?

JS: It was her knee.

SS: And, as the case matured, what happened to the case?

JS: Ahh, from what I gathered, Tom dropped the ball and ultimately, the case was dismissed. It is now on appeal.

SS: And, did you know how Tom dropped the ball? Was it ever stated?

JS: I did not know, He did not tell us the truth.

SS: What did he tell you? If you recall.

JS: He told us that it was an incompetent judge.

SS: Okay.

JS: That was filling in for another judge.

SS: And do you remember when this case was supposedly dropped?

JS: I don't know for sure, I just know that... I would say in... April of this year... he confronted us in his kitchen and told us that it was in appeal.

SS: And by "us" you mean you and your wife?

JS: Yes.

SS: Okay. Now, let's go back a little bit, let's say a month earlier. You had been driving as a professional driver for Tom Schmitt?

JS: Correct.

SS: And, how many days a week would you drive for Tom Schmitt on an average?

JS: On an average, between three and four days a week, maybe.

SS: And, did this include during the daytime and also during evening hours when he would socialize or go out with others?

JS: Correct.

SS: And, what type of vehicle was it you drove?

JS: Ahh, he had a personal limousine.

SS: And, were you able to hear conversations and converse with Tom personally?

JS: Yes.

SS: Did he talk to you about certain issues including business issues?

JS: He did.

SS: Okay, when did you become aware of the fact that Tom was leaving the law firm of Lauri Goldstein?

JS: He left Goldstein for five days, I'd like to say sometime in March...

SS: of 2015?

JS: That's correct.

SS: Did he indicate to you why he took five days off?

JS: He did, he told me that she screwed him out of a referral fee and that nobody "fucks with his money".

SS: Okay, now did you subsequently learn from Tom and others, that files belonging to the Goldstein Law Firm had been taken by Tom and others on behalf of Tom Schmitt?

JS: I did.

SS: Okay, if you can, going back to March of 2015, ahh, did you become aware of any type of agreement that Tom had with his paralegal to take or receive or be in possession of Lauri's personal cases that she had on behalf of her firm?

JS: I did not find that out until May 6th, of 2015.

SS: Okay, In May 6th, on or about May 6th, what did you learn and from whom did you learn that the files had been taken from the Goldstein Law Firm by Tom?

JS: Nicole, his paralegal told me on May 6th, when I brought her home.

SS: Okay, let's go there. You brought Nicole home from where?

JS: She was at Duffy's in Stuart, FL.

SS: Okay. And who requested that you pick up Nicole as a driver and take her home?

JS: Tom Schmitt.

SS: And, when you picked her up, did you initially take her home, or take her somewhere else?

JS: I took her back to the restaurant where he was having dinner with his wife and two friends.

SS: And where there other individuals at Duffy's with Nicole?

JS: There was. There were, the other two girls that had left Goldstein's office and now work for Tom Schmitt.

SS: And did any conversations take place initially when you drove them to where Tom Schmitt was having dinner? Any conversation about any theft of files, when you first took them to the restaurant when the three girls were together?

JS: Not that I can recall.

SS: Okay. Subsequently did the time pass when you were one on one ahh, with Nicole as your passenger, taking her home?

JS: Correct. Around, hmm, I'll say eleven O'clock p.m.

SS: Okay and when you took her home, is it correct to state that you took her from Stuart where the restaurant was to Port St. Lucie?

JS: I took her from Tom's house after we brought Tom and them back to his home and then I drove my car to Port St. Lucie.

SS: With Nicole alone?

JS: With Nicole.

SS: Now, during that time, did you have conversations with Nicole?

JS: I did.

SS: And about how long was the trip from Tom's to Nicole's residence?

JS: Approximately thirty to thirty five minutes.

SS: And did Nicole openly admit to you certain things about her and Tom and how they were conducting business since Tom had left the firm?

JS: She did, she told me that Lauri Goldstein showed up at her house and when she came in, that her husband allowed her in the house and that, when she walked in, she was crying.

SS: Meaning, whose crying?

JS: Ahh. Lauri Goldstein.

SS: And?

JS: And, was offering her to come to work for her personally. And, Nicole said that on her pool table was all the paperwork and all the files that she had taken from the office, and that if Lauri only knew what was sitting on that pool table. But that she was so focused on crying and focused on her that she did not even look over to see what was laying on the table.

SS: Now, when she says she took the files, are we talking about Nicole, the secretary or paralegal for Tom Schmitt?

JS: Correct.

SS: And, when she was talking about the files that Lauri could have seen on the pool table, do you know whether or not those files according to Nicole, were identifiable as coming from the Goldstein Law Firm.

JS: Yes, she said that if Lauri looked over, she would have known that those files were all from her office.

SS: Is it based upon any labels or colors or something like that? That you know of?

JS: Hmm, not that I know of. What she said, but she just said that she knows that Lauri would have known exactly what those papers were if she would have just seen, looked over towards the pool table.

SS: Okay, now when Lauri told you this, was she at the time now working with Tom? Nicole rather. When Nicole told you this, was she at that time working with Tom Schmitt?

JS: She was.

SS: And was she the previous secretary who worked for the Goldstein Law Firm for Tom Schmitt?

JS: She was.

SS: Did she indicate when ahh Lauri had come by her home and never noticed the files on the pool table?

JS: It was sometime in March, early March.

SS: And, do you know if this was before, Tom your boss, your personal boss had left the law firm of Lauri Goldstein?

JS: This was within either the week before or the week that he had left. I believe she stayed at the office. I don't believe that she left at the same time, if I.. I'm not too sure on that.

SS: Okay, now dating back to March 2015, you were Tom Schmitt's driver?

JS: I was.

SS: Were there any instructions that you ever had from Tom Schmitt about communicating with Lauri Goldstein.

JS: Yes, when I signed with his new firm, he had me sign and my wife sign a cease and assist letter, stating not to contact her or answer any phone calls.

SS: From Lauri.

JS: Absolut... yes.

SS: Now, subsequently, you and your wife are advised that your wife's case was not handled properly or was going to go to an appeal.

JS: Correct.

SS: How did your wife feel about that?

JS: Hmm, she was in shock, hmm, we weren't told when it happened.

SS: And, were there any instructions given by Tom about your wife's case, In other words, the wife's, your wife's case was actually handled by the Goldstein firm as far as the paperwork goes, correct?

JS: Correct.

SS: And, did Tom make any requests to you that he wanted something different, since he had left the Goldstein firm.

JS: He did. He wanted me to sign with him and his new firm.

SS: And initially, did your wife or you sign with him in his new firm?

JS: My wife didn't want to, but, she did so because I worked for him and I was afraid that if we stayed with Lauri, that he ultimately would have fired me.

SS: Understood. Now, you felt that your livelihood come to an end with Tom Schmitt as your boss if you , and your wife did not sign up with him as substitute counsel, representing your wife, correct?

JS: That is correct.

SS: Now, as we go on and you continuing to drive for Tom, ahh, during the month of March and April and into May of 2015, where there any conversations that took place with Tom, where he was bragging to you, about what he did to Lauri, ahh financially and in business terms?

JS: He did so several times.

SS: And what would he say?

JS: He stated that he "fucked her, but good". That "she deserves to get what's coming to her", "nobody fucks with his money" and he said that he "took all the good cases and left her with all the shitty ones that he didn't want".

SS: Did he ever say anything about, threatening to go to the Florida Bar against Lauri, or, or Lauri would be out of business or her business would go down?

JS: He did.

SS: And, during these conversations, do you recall where any of them were? Were they in the limo. Or at his house or some other place?

JS: It was always taking place in the limo. He said it on several different occasions that she was going to be, he was going to put her out of business, that she was going to be disbarred and her practice was going to be closed down.

SS: Okay, and subsequently, you worked for Tom as he was with the new firm, correct?

JS: I did.

SS: And, were you being paid personally by Tom when he worked for Goldstein, or were you being paid by the Goldstein firm?

JS: I was being by Tom in the form of a check from his personal account.

SS: Okay, when was your last day of working for Tom Schmitt?

JS: I believe it was on May 10th.

SS: Why did you leave his employment?

JS: Hmm, my wife and I just felt that what he did to us ahh, what he did to Lauri Goldstein.

SS: In other words the admissions that he made, that he took all the good cases and left her with the poor cases, correct?

JS: Correct.

SS: And also the fact that he was going to put her out of business, correct?

JS: Correct.... And that I have known Lauri Goldstein for a long time and...

SS: And, at this time, are you working for the Goldstein Law Firm? As far as an employee?

JS: Not of the Goldstein office.

SS: And, you have no further contact with Tom? Or does he try to get in touch with you?

JS: He texted and called me several times, wanting to know why I wasn't responding to any of his phone calls or messages.

SS: And, hmm. Going back to when you were working for Tom, hmm, were you familiar with an attorney by the name of Aaron C-h-a-t-e-n-k-a?

JS: Yes.

SS: And who was he?

JS: He was the first attorney that was on my wife's case dealing with her deposition.

SS: When he was employed by the Goldstein firm, correct?

JS: Correct.

SS: Now, did there come a time when you and Tom and possibly Aaron, went to a club together or you drove them to a club?

JS: I did.

SS: And, where did they go to?

JS: I took them to Rachel's in West Palm Beach.

SS: And, subsequently, did Tom say anything to you about how he planned to use Aaron as a witness?

JS: He did, he told me that he was taking Aaron out and that Aaron was going to testify against Lauri Goldstein for him.

SS: Did he brag about this as though he was doing Aaron a favor by taking him out in exchange for Aaron being a witness? If you know.

JS: I don't necessarily know if he, I know he bragged about having Aaron testify against her on his behalf. But, I don't think that he mentioned anything about bribing, you know or taking him out just for that reason, but he just said that Aaron is coming over and that we're going to go out and that he's going to ah, testify against her.

SS: Okay, is it safe to say that you had many conversations with Tom Schmitt about how he and through Nicole, ahh the files were taken from the Goldstein Law Firm, correct?

JS: Hmm, I've had several conversations with him, hmm, he never personally said to me anything about the files. He had just stated to me that he took 80% of the cases and left her with "the shit".

SS: And, during conversations with Nicole, especially the conversation hmm, the evening you were driving her from Stuart to Port St. Lucie, is that when she explained that she had all the files at the pool table, at her house, correct?

JS: That is correct.

SS: And was it pretty clear to you that Nicole on behalf of Tom, had taken the files that belonged to the Goldstein firm and try and take away all the clients that they had?

JS: Correct.

SS: Or at least 80% of the clients which were the good cases?

JS: That's what she told me.

SS: Has everything you stated been true and correct to the best of your knowledge?

JS: Yes it has.

SS: Has anyone threatened or coerced you to give this statement?

JS: No they haven't.

SS: And has anyone promised you any type of reward for giving this statement?

JS: No they haven't.

SS: Okay, the time is approximately 12:02 p.m. This concludes the statement.

SS: Today's date is June 8th, 2015, the time is approximately, 12:07 p.m. I'm with Johnny S-u-c-k-e-r. Johnny isn't it true we just took a sworn statement dealing with your knowledge of the relationship between Tom Schmitt and the law firm Lauri Goldstein.

JS: That is correct.

SS: And I believe I initially started off the statement by stating that today's date was April 8th, 2015, Monday. It's correct in stating that we took the statement a few minutes ago and that the actual date is June 8th, 2015, correct?

JS: That is correct.

SS: Okay, thank you very much.

JS: Thank you.

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "G"

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 2015 CA 002733 XXXX MB

A LAW FIRM OF GOLDSTEIN, SCHMITT
& ASSOCIATES, PLLC, n/k/a A LAW FIRM
OF LAURI J. GOLDSTEIN & ASSOCIATES,
PLLC a Florida limited liability company,

Plaintiff(s),

vs.

THOMAS P. SCHMITT; ANTHONY
BENNETT; NICOLE A. CEPHAS-LOPEZ;
JULIANNE LORELLO; MEAGHAN E.
SCHMITT; DARRYL B. KOGAN;
THEODORE L. DISALVO; KOGAN,
DISALVO & SCHMITT, P.A., a Florida
corporation; and KOGAN & DISALVO, P.A.,
a Florida corporation

Defendant(s).

AFFIDAVIT OF LAURI J. GOLDSTEIN

STATE OF FLORIDA

COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared Lauri J. Goldstein, who first being duly sworn, depose(s) and state(s) as follows:

1. My name is Lauri J. Goldstein, I am over the age of 18, and I reside in Martin County, Florida.
2. I am the founder and managing member of the Plaintiff in this action (the "Goldstein Firm").
3. I have been practicing law in the State of Florida for over 24 years .

4. On March 9, 2015, I received an e-mail from Thomas Schmitt ("Mr. Schmitt") that stated that A.M.¹ was no longer a client of the Goldstein Firm.
5. Additionally, on March 9, 2015, I received multiple notices from various clients that they were terminating the Goldstein Firm and would now be represented by Kogan, DiSalvo & Schmitt, P.A.
6. During the week of June 22, 2015, I met with Darryl Kogan ("Mr. Kogan") of Kogan & DiSalvo ("KD") and Kogan, DiSalvo & Schmitt, P.A. ("KDS").
7. During the meetings with Mr. Kogan, it was expressed to me that Mr. Schmitt has been acting odd and had written checks, without authorization, from the KDS operating account to pay for Mr. Schmitt's personal foreclosure attorneys' fees.
8. Mr. Kogan advised me that Mr. Schmitt had been excommunicated from KDS and that Mr. Schmitt's wife had him Baker Acted the week of June 22, 2015. Mr. Kogan also advised that he had cancelled the check written by Schmitt to Schmitt's foreclosure attorneys.
9. Mr. Kogan further advised me that not only had Mr. Schmitt written unauthorized checks from the KDS operating account, but Mr. Schmitt's wife claimed that Mr. Schmitt was spending all their money and that she had left the marital home and would be divorcing Schmitt.
10. Additionally, Mr. Kogan discussed the potential-looming bankruptcy of KDS.
11. Mr. Kogan also discussed that upon Mr. Schmitt's departure from KDS, Mr. Schmitt took with him approximately 147 clients which were initially taken from my firm and that some of the clients remain with KDS.

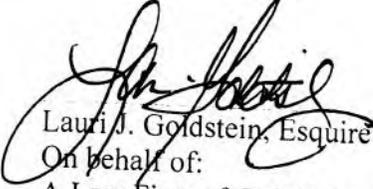
¹ The client's name was abbreviated to protect her privacy rights.

12. However, Mr. Kogan told me that the files of the Goldstein Firm that Schmitt brought to KDS have been neglected, and that no one has been working on them. In fact, Mr. Kogan told me that June 26, 2015, which was more than three and one-half months after the formation of KDS, marked the first time that Mr. Kogan actually drove from his office in Palm Beach County to the KDS office in Stuart, Florida. Moreover, Mr. Kogan told me that June 26, 2015 was the first time that he looked at the trust account and operating account records of KDS.

13. As set forth in the records of the Florida Department of State, Division of Corporations, KD was formed on January 6, 1994. **[Exhibit 1]**. As set forth in the records of the Florida Department of State, Division of Corporations, KDS was formed on March 16, 2015, with an effective date of March 9, 2015 (i.e. the date Schmitt abruptly left the Goldstein Firm). **[Exhibit 2]**. As set forth in the records of the Florida Department of State, Division of Corporations, on April 2, 2015, KD filed a fictitious name registration demonstrating that it is the owner of the "KDS" name. **[Exhibit 3]**.

14. As of July 2, 2015, the KDS website is still active, but Schmitt is no longer listed as one of the attorneys at that firm. **[Exhibit 4]**.

15. I have performed a diligent search for any law firm owned or operated by Schmitt but I have been unable to locate any filings with the Florida Department of State, Division of Corporations to evidence that Schmitt has opened any law firm.



Lauri J. Goldstein, Esquire
On behalf of:

A Law Firm of Goldstein, Schmitt
& Associates, PLLC

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF FLORIDA

COUNTY OF MARTIN

SWORN TO AND SUBSCRIBED before me this 2, day of July, 2015, by Lauri J. Goldstein, who is personally known to me or who have produced _____, as identification, and who did take an oath.

NOTARY PUBLIC -
STATE OF FLORIDA

My commission expires:



DANIEL NORTON
MY COMMISSION # EE 193867
EXPIRES: April 29, 2016
Bonded Thru Budget Notary Services

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

KOGAN & DISALVO, P.A.

Filing Information

Document Number	P94000002947
FEI/EIN Number	650458742
Date Filed	01/06/1994
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/16/2011

Principal Address3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436

Changed: 11/16/2011

Mailing Address3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436

Changed: 11/16/2011

Registered Agent Name & AddressKOGAN, DARRYL B
3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436

Address Changed: 11/16/2011

Officer/Director Detail**Name & Address**

Title D,P

KOGAN, DARRYL B
3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436

Title D,VP

DISALVO, THEODORE L
3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436**Annual Reports**

Report Year	Filed Date
2013	01/28/2013
2014	01/27/2014
2015	01/11/2015

Document Images

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

KOGAN, DISALVO & SCHMITT, P.A.

Filing Information

Document Number	P15000024881
FEI/EIN Number	NONE
Date Filed	03/16/2015
Effective Date	03/09/2015
State	FL
Status	ACTIVE

Principal Address661 SW BAYPOINTE CIRCLE
PALM CITY, FL 34990**Mailing Address**661 SW BAYPOINTE CIRCLE
PALM CITY, FL 34990**Registered Agent Name & Address**SCHMITT, THOMAS P
661 SW BAYPOINTE CIRCLE
PALM CITY, FL 34990**Officer/Director Detail****Name & Address**

Title P

KOGAN, DARRYL B
100 PLAZA REAL SOUTH, APT. 304
BOCA RATON, FL 33496

Title VP

SCHMITT, THOMAS P
661 SW BAYPOINTE CIRCLE
PALM CITY, FL 34990

Title T S

DISALVO, THEODORE L

2000 S OCEAN BLVD, Y-15
DELRAY BEACH, FL 33483

Annual Reports

No Annual Reports Filed

Document Images

03/16/2015 -- Domestic Profit

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State of Florida, Department of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G15000033604

Fictitious Name to be Registered: KOGAN, DISALVO & SCHMITT

Mailing Address of Business: 3615 W BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436

Florida County of Principal Place of Business: PALM BEACH

FEI Number:

**FILED
Apr 02, 2015
Secretary of State**

Owner(s) of Fictitious Name:

KOGAN & DISALVO, P.A.
3615 W. BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33436
Florida Document Number: P94000002947
FEI Number: 65-0458742

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DARRYL B KOGAN, PRESIDENT

04/02/2015

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)



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Our attorneys have extraordinary legal experience handling various types of personal injury cases. ([/practice-areas](#)) With our firm's combination of legal experience and investigative resources, we help clients receive the compensation they deserve after being injured due to someone's negligence.

Since there are so many law firms in Florida ([/florida-firm-overview](#)), it's important to select one with your best interests in mind. Therefore, some of our lawyers have provided a brief biography discussing their areas of practice, legal experience, and accomplishments. For more information about our attorneys, please visit their individual profiles.

- [Darryl B. Kogan \(/darryl-kogan/\)](#)
- [Theodore L. DiSalvo \(/theodore-disalvo/\)](#)
- [George M. Bakalar \(/george-bakalar/\)](#)
- [Seth W. Pachter \(/seth-w-pachter/\)](#)

Whether you were injured in a motor vehicle accident ([/motor-vehicle-accident-lawyers](#)), slipped and fell in a super market, or suffered injury due to a defective lawn mower, you may be entitled to additional compensation from insurance companies. If you can't make it to one of our five offices, we can come to you at your home or workplace.

If you have any questions about the various case types handled at our Florida law firm, or if you would like more information about our attorneys, contact Kogan, DiSalvo & Schmitt today through our online form or by calling **(855) 510-1380** and schedule your initial free consultation. We are happy to discuss your options.

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Boynton Beach Office
3615 W Boynton Beach Blvd
Boynton Beach, FL 33436
Phone: 561-375-9500

[Map & Directions](#)

Boca Raton Office
7900 Glades Rd, Ste 330
Boca Raton, FL 33434
Phone: 561-477-9000

[Map & Directions](#)

Stuart Office
759 SW Federal Hwy, Ste 212
Stuart, FL 34994
Phone: 772-219-3866

[Map & Directions](#)

Ft. Lauderdale Office
1620 W Oakland Park Blvd, Ste 300
Ft. Lauderdale, FL 33311
Phone: 954-733-6300

[Map & Directions](#)

West Palm Beach Office
1615 Forum Pl, Ste 500
West Palm Beach, FL 34952
Phone: 561-375-9500

[Map & Directions](#)

Port St. Lucie Office
2100 SE Hillmoor Dr, Ste 101
Port St. Lucie, FL 34952
Phone: 800-707-9111

[Map & Directions](#)

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "H"



CLERK OF THE CIRCUIT COURT AND COMPTROLLER

CAROLYN TIMMANN

MARTIN COUNTY, FLORIDA

Case Progress Dockets

[New Search](#)

CASE NUMBER	FILE DATE	CASE TYPE	STATUS
432015MH000049BAAXMX [15000049BAAXMX] 02-D	06/23/2015	Mental Health (MH)	CASE CLOSED
<p>[PETITIONER=SCHMITT, MEAGHAN RESPONDENT=SCHMITT, THOMAS P] [JUDGE=MIRMAN, LAWRENCE]</p> <p>LAST DOCKET DATE=06/29/2015</p> <p>[Court Events] [Finance Info] [Docket Info]</p>			

ACTION DATE	TEXT
06/29/2015	RETURN OF SERVICE: SERVED ON THOMAS P SCHMITT 06.23.15;
06/23/2015	Case 432015MH000049BAAXMX Filed with Clerk on 6/23/2015
06/23/2015	PETITION & AFFIDAVIT SEEKING EX PARTE ORDER REQUIRING INVOLUNTARY EXAMINATION
06/23/2015	WORKSHEET
06/23/2015	EX PARTE ORDER FOR INVOLUNTARY EXAMINATION
06/23/2015	Case Status set to CASE CLOSED
06/23/2015	CERTIFICATE OF CLERK: PETITIONER/RESPONDENT/SHERIFFS OFFICE/TREATMENT FACILITY

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "I"

License Verification

Data As Of 7/1/2015

MEAGHAN E STEWART

LICENSE NUMBER: IMH8934

Profession

REGISTERED MENTAL HEALTH COUNSELOR INTER

License/Activity Status

CLEAR/ACTIVE

License Expiration Date

3/31/2017

License Original Issue Date

04/11/2011

Discipline on File

NO

Public Complaint

NO

Address of Record

900 SOUTH US HIGHWAY 1
SUITE 101
JUPITER, FL 33477
UNITED STATES

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "J"

DISPOSITION: ZULU
DIVISION: ROAD PATROL

INFORMATION CODE: 9514 DATE: 02/01/08 FRIDAY
 ZONE: A12 GRID: DEPUTY ID.: 8387 ASSIST: TIME D 2057 A 2106 C 2146
 OCCURRED BETWEEN DATE: 02/01/08 , 2057 HOURS AND DATE: 02/01/08 , 2057 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 2473 TREASURE ISLE DR APT. NO.:
 CITY: PALM BEACH GARDENS STATE: FL ZIP:
 NO. OFFENSES: 00 NO. OFFENDERS: 00 NO. VEH. STOLEN: 0 NO. PREM. ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

COMPLAINANT CHRISTINE V SCHMITT DOB: [REDACTED]
 SEX: F RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
 RESIDENTIAL ADDRESS: 3475 S OCEAN BD APT. 703 PALM BEACH FL 33480
 HOME PHONE: 561 [REDACTED]
 BUSINESS PHONE: 561 000-0000

COMPLAINANT JEFF MILLER DOB: [REDACTED]
 SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
 RESIDENTIAL ADDRESS: 204 LONE PINE DR PBG FL 33410
 HOME PHONE: 561 [REDACTED]
 BUSINESS PHONE: 561 000-0000

OTHER THOMAS P SCHMITT DOB: [REDACTED]
 SEX: M RACE: W HT: 511 WT: 200 HR: BROWN EYE: BROWN
 RESIDENTIAL ADDRESS: 2473 TREASUREIS DR PBG FL 33410
 HOME PHONE: 561 [REDACTED]
 BUSINESS PHONE: 561 000-0000

ON FEBRUARY 1, 2008 AT ABOUT 2057 HOURS, I RESPONDED TO 204 LONE PINE DRIVE, IN THE CITY OF PALM BEACH GARDENS, IN REFERENCE TO MEETING WITH COMPLAINANT, CHRISTINE SCHMITT, REGARDING A PROBLEM WITH HER HUSBAND AT 2473 TREASURE ISLE DRIVE, IN UNINCORPORATED PALM BEACH GARDENS.

UPON ARRIVAL, I MET WITH SCHMITT AND JEFF MILLER. CHRISTINE ADVISED THAT HER HUSBAND, TOM SCHMITT, WAS BIPOLAR AND WAS EXPERIENCING A "MANIC" STAGE. CHRISTINE STATED THAT TOM IS ACTING IRRATIONAL, SPENDING A LOT OF MONEY, AND HANGING OUT WITH A STRANGE FEMALE.

MILLER ADVISED THAT TOM IS A GOOD FRIEND OF HIS AND NEEDS TO GET SOME PSYCHIATRIC HELP.

BOTH MILLER AND CHRISTINE ADVISED THAT TOM HAS NOT THREATENED TO HARM HIMSELF OR ANYONE, BUT, REQUESTED THAT I GO BY HIS PLACE AND CHECK ON HIM.

WE ALL MET WITH TOM AT HIS RESIDENCE AT 2473 TREASURE ISLE DRIVE. HE APPEARED NORMAL AND WHEN I ASKED HIM IF HE WAS OK. HE STATED HE WAS. TOM STATED THAT HE DID NOT WANT CHRISTINE AROUND HIM, AND REQUESTED THAT WE ALL LEAVE HIS PROPERTY.

IT SHOULD BE NOTED THAT CHRISTINE ADVISED THAT SHE AND TOM WERE IN THE PROCESS OF A DIVORCE.

I EXPLAINED TO MILLER AND CHRISTINE THAT A BAKER ACT UNDER THE CIRCUMSTANCES WOULD NOT BE APPROPRIATE OR ALLOWED. I RECOMMENDED THAT THEY TRY TO TAKE TOM INTO AN EVALUATION OR IF NECESSARY SEEK ASSISTANCE FROM THE COURTS.

NO FURTHER ACTION TOOK PLACE. THIS REPORT IS FOR INFORMATION PURPOSES

9069

06/18/15

E000

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
OFFENSE REPORT CASE NO. 08033781

ONLY.

D/S SCLAFANI/ID 8387/TRANS: 022808/BH

DICT: 020208/0136 HRS.

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "K"

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2015CA002733XXXXMB

A LAW FIRM OF GOLDSTEIN, SCHMITT
& ASSOCIATES, PLLC, n/k/a A LAW FIRM.,
OF LAURI J. GOLDSTEIN & ASSOCIATES, PLLC
a Florida Limited Liability company,

Plaintiff,

vs.

THOMAS P. SCHMITT; ANTHONY BENNETT
NICOLE A. CEPHAS-LOPEZ; JULIANNE LORELLO;
MEAGHAN E. SCHMITT; DARRYL B. KOGAN;
THEODORE L. DISALVO; KOGAN, DISALVO & SCHMITT, P.A.,
a Florida corporation; and KOGAN & DISALVO, P.A.,
a Florida corporation

Defendant(s),

SUGGESTION OF BANKRUPTCY

Petitioning Creditor, Marilyn Jackerson Realty, LLC hereby files this notice that an Involuntary Chapter 7 Bankruptcy petition was filed in the U.S. Bankruptcy Court, Southern District of Florida on April 8, 2016, under Bankruptcy Court in case number: 16-15108-PGH. Pursuant to 11 U.S.C. 362, an automatic stay may be in effect, in which any pending proceedings may be stayed pursuant to the aforementioned statutory authority, subject to any exceptions set forth therein. The undersigned counsel is not making an appearance in the instant action. This pleading merely serves the limited purpose of advising the Court and parties below of the aforementioned bankruptcy proceeding. No further pleadings or papers will be filed by the undersigned in this action.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-service this 11th day of April, 2016 to: Cathleen Scott, Esq, on behalf of Thomas P. Schmitt, Anthony Bennett, Nicole A. Cephas – Lopez, Julianne Lorello and Thomas Bennett, 250 S Central Blvd Suite 104A, Jupiter, FL 33458 cscott@scottwagnerlaw.com, tschmitt237@gmail.com; Katzman, Wasserman, Bennardini & Rubinstein, P.A., Craig Rubinstein, 7900 Glades Road, Ste 140, Boca Corporate Plaza, Boca Raton, FL 33434, car@kwblaw.com; Steven M. Katzman, Esq., of Katzman, Wasserman, Bennardini & Rubinstein, P.A 7900 Glades Road, Ste 140, Boca Corporate Plaza, Boca Raton, FL 33434, smk@kwblaw.com, Daniel Lustig Esq., 2465 Mercer Ave Blvd Suite 204 West Palm Beach, FL 33401, daniel@turnpikelaw.com; Michael Pike, Esq., 2465 Mercer Ave Blvd Suite 204 West Palm Beach, FL 33401, pike@turnpikelaw.com; Michelle Nicholas Delong, Esq., 2465 Mercer Ave Ste 204 West Palm Beach, FL 33401, michelle@turnpikelaw.com; Kogan and Disalvo P.A.,

3615 W Boynton Beach, FL 33436, dbkogan@kogan-disalvo.com, tldisalvo@kogan-disalvo.com; Law Firm of Goldstein, Schmitt & Associates, PLLC, n/k/a A Law Firm of Lauri J. Goldstein & Associates, PLLC, 1330 South Federal Highway Stuart, FL 34997; Erin Fraser erinfraser71@gmail.com; Lindsey Wagner of Scott Wagner and Associates, P.A. 250 S Central Blvd Ste 104 Jupiter, FL 33458 – 88112, Lwagner@scottwagnerlaw.com; Peter Porcaro, pporcaro@topkinlaw.com; Brian Gabriel, briang@sdtriallaw.com; Robin I. Frank, Shapiro, Blasi, Wasserman & Hermann, P.A. 777 Glades Rd Ste 400 Boca Raton, FL 33434 – 4193, rifrank@sbwlawfirm.com; Rodney G. Ramano, Matrix Mediation, LLC, 1665 Palm Beach Lakes Blvd Ste 700 West Palm Beach, FL 33401, rodney@matrixmediation.com, dp@matrixmediation.com; Sanford R. Topkin, Topkin & Partlow, 1166 W Newport Center Dr Ste 309 Deerfield Beach, FL 33442, stopkin@topkinlaw.com.

KELLEY & FULTON, P.L.
Attorneys for Debtor
1665 Palm Beach Lakes Blvd.
The Forum - Suite 1000
West Palm Beach, FL 33401
Phone (561) 491-1200
Facsimile (561) 684-3773

BY: /s/ Dana Kaplan
Dana Kaplan, ESQUIRE
Florida Bar 44315

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "L"

CLOSED

**U.S. Bankruptcy Court
Southern District of Florida (West Palm Beach)
Bankruptcy Petition #: 96-32180-PGH**

Assigned to: Paul G. Hyman, Jr.
Chapter 7
Voluntary
No asset

Date filed: 05/28/1996
Date terminated: 09/18/1996
Date discharged: 09/13/1996
341 meeting: 07/11/1996
Deadline for objecting to discharge: 09/09/1996
discharge:00:00

Debtor

Thomas Paul Schmitt
4089 Old Oak Dr
Palm Beach Gardens, FL 33410
PALM BEACH-FL
SSN / ITIN: xxx-xx-5893

represented by **Daniel L Bakst, Esq**
POD 3948
West Palm Beach, FL 33402
(561) 640-8000

Debtor

Kathie Susan Schmitt
4089 Old Oak Dr
Palm Beach Gardens, FL 33410
PALM BEACH-FL
SSN / ITIN: xxx-xx-9793
aka Kathie S. Vera Cruz

represented by **Daniel L Bakst, Esq**
(See above for address)

Trustee

Irving E Gennet
6461 NW 2 Ave #510
Boca Raton, FL 33487
(561) 994-1468

U.S. Trustee

Office of the US Trustee
51 SW 1st Ave
Suite 1204
Miami, FL 33130
(305) 536-7285

Filing Date	#	Docket Text
05/28/1996	1	Voluntary Petition Filed Under Chapter 7 ; all schedules and statements. (Vazquez S cm) (Entered: 05/29/1996)
05/28/1996	2	Disclosure of Compensation By Attorney For Debtor In the Amount of \$ 600.00. (Vazquez S cm) (Entered: 05/29/1996)

06/04/1996	●	First Meeting of Creditors Scheduled For 11:00 7/11/96 At Room 102, West Palm Beach Last Day To Oppose Discharge: 9/9/96 ; Last Day to Object to Dischargeability: 9/9/96 ; Trustee Irving Gennet Appointed. Interested Party AUST. Added. (Vazquez S cm) (Entered: 06/04/1996)
06/18/1996	●3	Court's Certificate of Mailing Re: [0-0] First Meeting ; Served on: 6/16/96 # of Notices: 34 . [3-1] (Vazquez S cm) (Entered: 06/19/1996)
07/03/1996	●4	Certificate of Service By: Daniel L Bakst for Debtor Kathie Susan Schmitt, Debtor Thomas Paul Schmitt Re: [0-0] First Meeting . (Gomez E cm) (Entered: 07/05/1996)
08/08/1996	●5	Report of No Distribution By: Irving E. Gennet Objections Deadline is : 9/9/96 (Vazquez S cm) (Entered: 08/12/1996)
08/08/1996	●6	Report by Trustee Irving E Gennet To Abandon Lease on 1995 Jeep, 1987 Mercedes, Sea Pro Boat/Johnson Motor (Vazquez S cm) (Entered: 08/12/1996)
09/13/1996	●7	Order Discharging Debtor Kathie Susan Schmitt, and Debtor Thomas Paul Schmitt (Vazquez S cm) (Entered: 09/13/1996)
09/17/1996	●8	Courts Certificate of Mailing Re: Discharge Order [7-1] Served on: 9/15/96 ; # of Notices: 31 . [8-1] (Vazquez S cm) (Entered: 09/18/1996)
09/18/1996	●9	Final Decree and Discharge of Trustee (Vazquez S cm) (Entered: 09/18/1996)
09/18/1996	●	Case Closed. (Vazquez S cm) (Entered: 09/18/1996)

PACER Service Center			
Transaction Receipt			
05/04/2015 15:05:07			
PACER Login:	tr3572:3783069:0	Client Code:	
Description:	Docket Report	Search Criteria:	96-32180-PGH Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included

96-32180-PGH Thomas Paul Schmitt and Kathie Susan Schmitt
Case type: bk **Chapter:** 7 **Asset:** No **Vol:** v **Judge:** Paul G. Hyman, Jr.
Date filed: 05/28/1996 **Date of last filing:** 09/18/1996 **Date discharged:** 09/13/1996
Date terminated: 09/18/1996

Creditors

AT&T Automotive Services c/o Associated Companies Inc.. P. O. Box 5655 Parsippany NJ 07054	(42020009) (cr)
Attorney General Ben Franklin Station P. O. Box 141 98 Washington DC 20044	(42020032) (cr)
Bally Total Fitness P. O. Box 42006 Baltimore MD 21284-2006	(42020010) (cr)
Bay Reach Apartments 1070 Lake Shore Drive Lake Park FL 33403	(42020011) (cr)
Bethesda Ambulance c/o Palm Beach Credit P. O. Box 2196 Delray Beach FL 33447	(42020012) (cr)
Citibank Visa P. O. Box 6001 The Lakes NV 88901-6001	(42020013) (cr)
Eagle Finance 321 South 6th Street Springfield IL 62701	(42020014) (cr)
Eduserv P. O. Box 45850 Salt Lake City UT 84145	(42020015) (cr)
First Union P. O. Box 2471 Jacksonville FL 32231-0039	(42020016) (cr)
First Union Mastercard-Visa P. O. Box 2357 Brunswick GA 31521-2357	(42020017) (cr)

First Union Signature Line (42020018)
P. O. Box 2357 (cr)
Brunswick GA 31521-2357

Florida Central Credit Union
3333 Henderson Blvd. (42020019)
P. O. Box 18605 (cr)
Tampa FL 33679-8605

GE Capital Auto (42020020)
P. O. Box 310 (cr)
Barrington IL 60011

GMAC Smartlease (42020021)
P. O. Box 53014 (cr)
Charlotte NC 28253-3014

Internal Revenue Service (42020022)
Atlanta GA 39901 (cr)

Internal Revenue Service
Attn Rosaria Sheppard SPF (42020033)
P. O. Box 17167 Stop 5750 (cr)
Fort Lauderdale FL 33318

Loan Servicing Center (42020023)
P. O. Box 309 (cr)
Lawrence KS 66044

Palm Beach Radiology Assoc.
c/o Doctor's Business Bureau (42020024)
P. O. Box 1467 (cr)
Lake Worth FL 3360

Physicians Assoc.
Doctor's Business Bureau (42020025)
P. O. Box 1467 (cr)
Lake Worth FL 33460

Rocky Mountain-Bankcard (42020026)
P. O. Box 5952TA (cr)
Denver CO 80217

Student Loan Servicing Center (42020027)
P. O. Box 2461 (cr)
Harrisburg PA 17105-2461

Suntrust Bankcard (42020028)
P. O. Box 3513 (cr)
Orlando FL 32802

Tampa Tribune Asset Protection
5118 No. 56th Street (42020029)
Suite 117 (cr)
Tampa FL 33610

The Tampa Tribune
 c/o Cohn Cohn and Singer (42020030)
 P. O. Box 3424 (cr)
 Tampa FL 33601-3424

Tim's Auto Sales
 3150 39th Avenue North (42020031)
 Saint Petersburg FL 33714 (cr)

United States Attorney
 S.D. Florida Room 600 (42020034)
 155 South Miami Avenue (cr)
 Miami FL 33130

United States Attorney
 51 S.W. First Avenue (42020035)
 Suite 1114 (cr)
 Miami FL 33130

PACER Service Center			
Transaction Receipt			
05/04/2015 15:07:33			
PACER Login:	tr3572:3783069:0	Client Code:	
Description:	Creditor List	Search Criteria:	96-32180-PGH Creditor Type: All
Billable Pages:	2	Cost:	0.20

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "M"

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA

In re *Thomas P. Schmitt*

Case No. *08-25380*
Chapter *7*

_____ / Debtor

SUMMARY OF SCHEDULES Amended 02/24/2009

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	Attached (Yes/No)	No. of Sheets	ASSETS	LIABILITIES	OTHER
A-Real Property	<i>Yes</i>	<i>1</i>	\$ <i>1,180,000.00</i>		
B-Personal Property	<i>Yes</i>	<i>3</i>	\$ <i>11,040.00</i>		
C-Property Claimed as Exempt	<i>Yes</i>	<i>1</i>			
D-Creditors Holding Secured Claims	<i>Yes</i>	<i>2</i>		\$ <i>1,220,428.81</i>	
E-Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<i>Yes</i>	<i>2</i>		\$ <i>5,606.00</i>	
F-Creditors Holding Unsecured Nonpriority Claims	<i>Yes</i>	<i>4</i>		\$ <i>342,013.76</i>	
G-Executory Contracts and Unexpired Leases	<i>Yes</i>	<i>1</i>			
H-Codebtors	<i>Yes</i>	<i>1</i>			
I-Current Income of Individual Debtor(s)	<i>Yes</i>	<i>1</i>			\$ <i>988.00</i>
J-Current Expenditures of Individual Debtor(s)	<i>Yes</i>	<i>1</i>			\$ <i>3,750.98</i>
TOTAL		<i>17</i>	\$ <i>1,191,040.00</i>	\$ <i>1,568,048.57</i>	

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA

In re *Thomas P. Schmitt*

Case No. 08-25380
Chapter 7

_____/ Debtor

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11, or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E) (whether disputed or undisputed)	\$ 5,606.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 5,606.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 988.00
Average Expenses (from Schedule J, Line 18)	\$ 3,750.98
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$ 3,383.45

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	\$ 40,428.81
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	\$ 5,606.00
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$ 0.00
4. Total from Schedule F	\$ 342,013.76
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	\$ 382,442.57

In re Thomas P. Schmitt

Case No. 08-25380

Debtor(s)

(if known)

SCHEDULE B-PERSONAL PROPERTY
Amended 02/24/2009

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	None	Description and Location of Property	Husband—H	Wife—W	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
			Joint—J	Community—C	
1. Cash on hand.		<i>Cash</i> <i>Location: In debtor's possession</i>			\$ 5.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<i>National City Checking</i> <i>Location: In debtor's possession</i>			\$ 350.00
		<i>National City Savings</i> <i>Location: In debtor's possession</i>			\$ 0.00
		<i>SunTrust Checking</i> <i>Location: In debtor's possession</i>			\$ 0.00
		<i>SunTrust Savings</i> <i>Location: In debtor's possession</i>			\$ 0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X				
4. Household goods and furnishings, including audio, video, and computer equipment.		<i>Chair & Ottoman</i> <i>Location: In debtor's possession</i>			\$ 500.00
		<i>Computer - Macbook</i> <i>Location: In debtor's possession</i>			\$ 200.00
		<i>Desks (2)</i> <i>Location: In debtor's possession</i>			\$ 400.00

In re Thomas P. Schmitt

Case No. 08-25380

Debtor(s)

(if known)

SCHEDULE B-PERSONAL PROPERTY

Amended 02/24/2009

(Continuation Sheet)

Type of Property	None	Description and Location of Property	Husband—H Wife—W Joint—J Community—C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		Dining Chairs - 6 Location: In debtor's possession		\$ 600.00
		Dining Table Location: In debtor's possession		\$ 400.00
		Dresser Location: In debtor's possession		\$ 400.00
		End Tables - 2 Location: In debtor's possession		\$ 200.00
		Gold Mirror Location: In debtor's possession		\$ 100.00
		King Bed Location: In debtor's possession		\$ 500.00
		Lamps (7) Location: In debtor's possession		\$ 300.00
		marble table Location: In debtor's possession		\$ 50.00
		Massage Chair Location: In debtor's possession		\$ 1,000.00
		Nightstands - 2 Location: In debtor's possession		\$ 250.00

In re Thomas P. Schmitt

Case No. 08-25380

Debtor(s)

(if known)

SCHEDULE B-PERSONAL PROPERTY

Amended 02/24/2009

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		Husband-H Wife-W Joint-J Community-C	
		Piano Location: In debtor's possession	\$ 500.00
		Pots, Pans & Dishes Location: In debtor's possession	\$ 50.00
		Second Bedroom Set Location: In debtor's possession	\$ 1,500.00
		Sofa Location: In debtor's possession	\$ 500.00
		Television Location: In debtor's possession	\$ 400.00
		Television - 13 inches Location: In debtor's possession	\$ 100.00
		Television - 32 inches Location: In debtor's possession	\$ 300.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Pictures Location: In debtor's possession	\$ 100.00
6. Wearing apparel.		Casual Men's Clothing Location: In debtor's possession	\$ 500.00
		Men's Shoes Location: In debtor's possession	\$ 500.00
		Suits (10) Location: In debtor's possession	\$ 500.00

In re Thomas P. Schmitt

Case No. 08-25380

Debtor(s)

(if known)

SCHEDULE B-PERSONAL PROPERTY
Amended 02/24/2009
 (Continuation Sheet)

Type of Property	None	Description and Location of Property	Husband—H Wife—W Joint—J Community—C	Current Value
				of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
7. Furs and jewelry.		<i>Cuff Links</i> <i>Location: In debtor's possession</i>		\$ 100.00
8. Firearms and sports, photographic, and other hobby equipment.		<i>Bicycle</i> <i>Location: In debtor's possession</i>		\$ 500.00
		<i>Ski Clothes</i> <i>Location: In debtor's possession</i>		\$ 25.00
		<i>Snorkeling Gear</i> <i>Location: In debtor's possession</i>		\$ 10.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interest in an education IRA as defined in 26 U.S.C. 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		<i>Stock of Whole New World, Inc.</i> <i>Non-Operating; No assets</i> <i>Location: In debtor's possession</i>		\$ 0.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts Receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			

In re Thomas P. Schmitt

Debtor(s)

Case No. 08-25380

(if known)

SCHEDULE B-PERSONAL PROPERTY

Amended 02/24/2009

(Continuation Sheet)

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	
			Husband—H Wife—W Joint—J Community—C	
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
20. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as described in 11 U.S.C. 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		<i>Rolling Tool Chest w/ Tools Location: In debtor's possession</i>		\$ 200.00

In re Thomas P. Schmitt

Debtor(s)

Case No. 08-25380

(if known)

SCHEDULE B-PERSONAL PROPERTY

Amended 02/24/2009

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Husband-H Wife-W Joint-J Community-C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		Total →		\$ 11,040.00

B5 Declaration (Official Form 6 - Declaration) (12/07)

In re Thomas P. Schmitt
Debtor

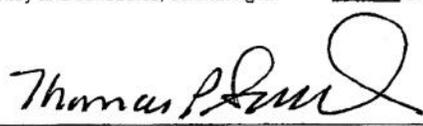
Case No. 08-25380
(if known)

**DECLARATION CONCERNING DEBTOR'S SCHEDULES
Amended 02/24/2009**

DECLARATION UNDER PENALTY OF PERJURY BY AN INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 2 sheets, and that they are true and correct to the best of my knowledge, information and belief.

Date: 2/24/2009

Signature 
Thomas P. Schmitt

[If joint case, both spouses must sign.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re: Thomas P. Schmitt

Case No. 08-25380
Chapter 7

Debtor /

Amended 02/24/2009
DEBTOR'S NOTICE OF COMPLIANCE WITH REQUIREMENTS FOR
AMENDING CREDITOR INFORMATION

This notice is being filed in accordance with Local Rules 1007-2(B), 1009-1(D), or 1019-1(B) upon the filing of an amendment to the debtor's lists, schedules or statements, pursuant to Bankruptcy Rules 1007, 1009, or 1019. I certify that:

- [] The paper filed **adds** creditor(s) as reflected on the attached list (include name and address of each creditor being added). I have:
 1. remitted the required fee (unless the paper is a Bankruptcy Rule 1019(5) report);
 2. provided the court with a supplemental matrix diskette **containing only the added creditors** or electronically uploaded the added creditors in CM/ECF;
 3. provided notice to affected parties, including service of a copy of this notice and a copy of the §341 or post conversion meeting notice [Local Rule 1009-1(D)(2)]; and
 4. filed an amended schedule(s) and summary of schedules.

- [] The paper filed **deletes** a creditor(s) as reflected on the attached list (include name and address of each creditor being deleted). I have:
 1. remitted the required fee;
 2. provided notice to affected parties and
 3. filed an amended schedule(s) and summary of schedules.

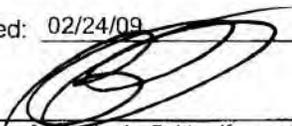
- [] The paper filed **corrects** the name and/or address of a creditor(s) as reflected on the attached list. I have:
 1. provided notice to affected parties, including service of a copy of this notice and a copy of the §341 or post conversion meeting notice [Local Rule 1009-1(D)(2)] and
 2. filed an amended schedule(s) or other paper.

- [] The paper filed **corrects** schedule D, E or F amount(s) or classification(s). I have:
 1. remitted the required fee;
 2. provided notice to affected parties and
 3. filed an amended schedule(s) and summary of schedules.

- [✓] None of the above apply. The paper filed does not require an additional fee, a supplemental matrix, or notice to affected parties. It does does not require the filing of an amended schedule and summary of schedules.

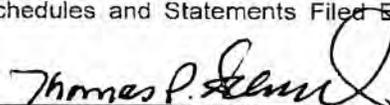
I also certify that, if required to be filed by the Bankruptcy Rules, the official form "Declaration Concerning Debtor's Schedules" has been signed by each debtor as required by Local Rules 1007-2(B), 1009-1(A)(2) and (D)(1), or 1019-1(B) and, if filed electronically without imaged signatures, a local form "Declaration Under Penalty of Perjury to Accompany Petitions, Schedules and Statements Filed Electronically" accompanied the filing of the document.

Dated: 02/24/09



Attorney for Debtor (or Debtor, if pro se)

Barry S. Balmuth
Print Name
0868991
Florida Bar Number



Debtor Thomas P. Schmitt

Joint Debtor (if applicable)

West Palm Beach, Florida 33401
Address


Phone Number

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

In re *Thomas P. Schmitt*Case No. *08-25380*
Chapter *7*

_____/ Debtor

SUMMARY OF SCHEDULES

AMENDED 3/12/10

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	Attached (Yes/No)	No. of Sheets	ASSETS	LIABILITIES	OTHER
A-Real Property	Yes	1	\$ 1,180,000.00		
B-Personal Property	Yes	6	\$ 11,040.00		
C-Property Claimed as Exempt	Yes	1			
D-Creditors Holding Secured Claims	Yes	2		\$ 1,220,428.81	
E-Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 5,606.00	
F-Creditors Holding Unsecured Nonpriority Claims	Yes	4		\$ 344,326.96	
G-Executory Contracts and Unexpired Leases	Yes	1			
H-Codebtors	Yes	1			
I-Current Income of Individual Debtor(s)	Yes	1			\$ 988.00
J-Current Expenditures of Individual Debtor(s)	Yes	1			\$ 3,750.98
TOTAL		20	\$ 1,191,040.00	\$ 1,570,361.77	

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF FLORIDA**

In re *Thomas P. Schmitt*

Case No. *08-25380*
 Chapter *7*

_____ / Debtor

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11, or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 5,606.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 5,606.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 988.00
Average Expenses (from Schedule J, Line 18)	\$ 3,750.98
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$ 3,383.45

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$ 40,428.81
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	\$ 5,606.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$ 0.00
4. Total from Schedule F		\$ 344,326.96
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$ 384,755.77

B6F (Official Form 6F) (12/07)

In re Thomas P. Schmitt, Debtor(s)

Case No. 08-25380 (If known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
Amended 03/12/10

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedules. Report this total also on

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: [REDACTED] Creditor # : 1 American Express P.O. Box 360001 Fort Lauderdale FL 33336-0001		Various Personal Living Expenses				\$ 170,362.86
Account No: [REDACTED] Creditor # : 2 American Express P.O. Box 360002 Fort Lauderdale FL 33336-0002		Various Personal Living Expenses				\$ 26,751.25
Account No: [REDACTED] Representing: American Express		Wagner & Hunt, P.A. P.O. Box 934788 Pompano Beach FL 33093-4788				
Account No: Creditor # : 3 Christine Schmitt P.O. Box 2238 Palm Beach FL 33480		Property Settlement & Attys Fees	X	X		\$ 20,000.00
Subtotal \$						\$ 217,114.11
Total \$						

3 continuation sheets attached

(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

B6F (Official Form 6F) (12/07) - Cont.

In re Thomas P. Schmitt

Case No. 08-25380

Debtor(s)

(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
Amended 03/12/10

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Amount of Claim		
			Contingent	Unliquidated	Disputed
Account No: Representing: Christine Schmitt		James Pruden, Esquire 980 N. Federal Highway, Suite Boca Raton FL 33432			
Account No: [REDACTED] Creditor # : 4 Citibank P.O. Box 6500 Sioux Falls SD 57117		Various Personal Living Expenses			\$ 14,603.86
Account No: Creditor # : 5 Complete Legal Investigations 600 Sandtree Drive Suite 106-B West Palm Beach FL 33403		03/26/08 Business Expenses			\$ 599.25
Account No: [REDACTED] Creditor # : 6 Discover Card P.O. Box 15251 Wilmington DE 19886-5251		Various Personal Living Expenses			\$ 6,186.08
Account No: [REDACTED] Creditor # : 7 GE Money Bank Baers Furniture P.O. Box 960061 Orlando FL 32896-0061		Various Personal Living Expenses			\$ 15,494.50
Account No: [REDACTED] Representing: GE Money Bank		Encore Receivable Management P.O. Box 3330 Olathe KS 66063-3330			
			Subtotal \$		\$ 36,883.69
Sheet No. <u>1</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Total \$		

(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

B6F (Official Form 6F) (12/07) - Cont.

In re Thomas P. Schmitt Debtor(s)

Case No. 08-25380 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
Amended 03/12/10

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: [REDACTED] Creditor # : 8 GMAC P.O. Box 78252 Phoenix AZ 85062-8252		08/01/08 Missed Lease Payments				\$ 2,443.64
Account No: [REDACTED] Creditor # : 9 GMAC P.O. Box 78252 Phoenix AZ 85062-8252		08/01/08 Missed Lease Payments				\$ 3,940.52
Account No: [REDACTED] Creditor # : 10 James Pruden 980 N. Federal Highway Suite 204 Boca Raton FL 33432		2008 Attorney's Fees		X		Unknown
Account No: [REDACTED] Creditor # : 11 MD Path LLC P.O. Box 144333 Orlando FL 32814		02/04/08 Medical Expenses				\$ 310.00
Account No: [REDACTED] Creditor # : 12 SunTrust P.O. Box 791278 Baltimore MD 21279-1278		Various Personal Living Expenses				\$ 14,435.12
Account No: [REDACTED] Creditor # : 13 SunTrust Bank P.O. Box 27161 Richmond VA 23261-7161		03/28/08 Personal Living Expenses				\$ 19,684.09
Sheet No. <u>2</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal \$ \$ 40,813.37 Total \$
(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related						

B8F (Official Form 6F) (12/07) - Cont.

In re Thomas P. Schmitt, Debtor(s)

Case No. 08-25380 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
Amended 03/12/10

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Amount of Claim		
			Contingent	Unliquidated	Disputed
Account No: ████████ Creditor # : 14 SunTrust Business P.O. Box 4997 Orlando FL 32802-4997	X	Various Business Expenses			\$ 2,467.46
Account No: ████████ Creditor # : 15 U.S. Department of Education P.O. Box 530260 Atlanta GA 30353-0260		Student Loans			\$ 44,735.13
Account No: ████████ Creditor # : 16 Valencia at Abaco HOA c/o Gary Fields 4400 PGA Blvd, Suite 900 Palm Beach Garde FL 33410	X	2008-2009 past due HOA fees			\$ 2,313.20
Account No:					
Account No:					
Account No:					
Sheet No. <u>3</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal \$ \$ 49,515.79 Total \$ \$ 344,326.96

(Use only on last page of the completed Schedule F Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

In re Thomas P. Schmitt
Debtor

Case No. 08-25380
(if known)

**DECLARATION CONCERNING DEBTOR'S SCHEDULES
Amended 03/12/10**

DECLARATION UNDER PENALTY OF PERJURY BY AN INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 6 sheets, and that they are true and correct to the best of my knowledge, information and belief.

Date: 3/12/2010

Signature /s/ Thomas P. Schmitt
Thomas P. Schmitt

[If joint case, both spouses must sign.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re: Thomas P. Schmitt

Case No. 08-25380
Chapter 7

Debtor /

Amended 03/12/10

**DEBTOR'S NOTICE OF COMPLIANCE WITH REQUIREMENTS FOR
AMENDING CREDITOR INFORMATION**

This notice is being filed in accordance with Local Rules 1007-2(B), 1009-1(D), or 1019-1(B) upon the filing of an amendment to the debtor's lists, schedules or statements, pursuant to Bankruptcy Rules 1007, 1009, or 1019. I certify that:

- The paper filed **adds** creditor(s) as reflected on the attached list (include name and address of each creditor being added). I have:
 1. remitted the required fee (unless the paper is a Bankruptcy Rule 1019(5) report);
 2. provided the court with a supplemental matrix diskette **containing only the added creditors** or electronically uploaded the added creditors in CM/ECF;
 3. provided notice to affected parties, including service of a copy of this notice and a copy of the §341 or post conversion meeting notice [Local Rule 1009-1(D)(2)]; and
 4. filed an amended schedule(s) and summary of schedules.

- The paper filed **deletes** a creditor(s) as reflected on the attached list (include name and address of each creditor being deleted). I have:
 1. remitted the required fee;
 2. provided notice to affected parties and
 3. filed an amended schedule(s) and summary of schedules.

- The paper filed **corrects** the name and/or address of a creditor(s) as reflected on the attached list. I have:
 1. provided notice to affected parties, including service of a copy of this notice and a copy of the §341 or post conversion meeting notice [Local Rule 1009-1(D)(2)] and
 2. filed an amended schedule(s) or other paper.

- The paper filed **corrects** schedule D, E or F amount(s) or classification(s). I have:
 1. remitted the required fee;
 2. provided notice to affected parties and
 3. filed an amended schedule(s) and summary of schedules.

- None of the above apply. The paper filed does not require an additional fee, a supplemental matrix, or notice to affected parties. It does does not require the filing of an amended schedule and summary of schedules.

I also certify that, if required to be filed by the Bankruptcy Rules, the official form "Declaration Concerning Debtor's Schedules" has been signed by each debtor as required by Local Rules 1007-2(B), 1009-1(A)(2) and (D)(1), or 1019-1(B) and, if filed electronically without imaged signatures, a local form "Declaration Under Penalty of Perjury to Accompany Petitions, Schedules and Statements Filed Electronically" accompanied the filing of the document.

Dated: 03/12/10

/s/ Thomas P. Schmitt
Debtor Thomas P. Schmitt

/s/ Barry S. Balmuth
Attorney for Debtor (or Debtor, if pro se)

Joint Debtor (if applicable)

Barry S. Balmuth
Print Name
0868991
Florida Bar Number

West Palm Beach, Florida 33401
Address
[REDACTED]
Phone Number

Valencia at Abaco HOA
c/o Gary Fields
4400 PGA Blvd, Suite 900
Palm Beach Garde, FL 33410

In re Thomas P. Schmitt,
 Debtor(s)

Case No. _____
 (if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: <i>Divorced</i>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S):	AGE(S):
EMPLOYMENT: DEBTOR		
Occupation <i>Unemployed</i>		
Name of Employer		
How Long Employed		
Address of Employer		
EMPLOYMENT: SPOUSE		
Occupation		
Name of Employer		
How Long Employed		
Address of Employer		
INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ 0.00	\$ 0.00
2. Estimate monthly overtime	\$ 0.00	\$ 0.00
3. SUBTOTAL	\$ 0.00	\$ 0.00
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ 0.00	\$ 0.00
b. Insurance	\$ 0.00	\$ 0.00
c. Union dues	\$ 0.00	\$ 0.00
d. Other (Specify):	\$ 0.00	\$ 0.00
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ 0.00	\$ 0.00
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ 0.00	\$ 0.00
7. Regular income from operation of business or profession or farm (attach detailed statement)	\$ 0.00	\$ 0.00
8. Income from real property	\$ 0.00	\$ 0.00
9. Interest and dividends	\$ 0.00	\$ 0.00
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.	\$ 0.00	\$ 0.00
11. Social security or government assistance (Specify): <i>Unemployment Compensation</i>	\$ 988.00	\$ 0.00
12. Pension or retirement income	\$ 0.00	\$ 0.00
13. Other monthly income (Specify):	\$ 0.00	\$ 0.00
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ 988.00	\$ 0.00
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ 988.00	\$ 0.00
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15; if there is only one debtor repeat total reported on line 15)	\$ 988.00	\$ 0.00
(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)		
17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:		
<p><i>I have made a claim against my disability insurance carrier MetLife. No determination has been made nor have any benefits been received yet.</i></p>		

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "N"

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 08-25380-BKC-EPK
Chapter 7

In Re:

THOMAS P. SCHMITT,

Debtor(s).

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on the date set forth below between the Trustee, **Michael R. Bakst**, by and through undersigned counsel, and the Debtor, **Thomas P. Schmitt**, hereby stipulate and agree as follows:

RECITALS

WHEREAS, the case was commenced by the filing of a Chapter 7 proceeding on October 16, 2008.

WHEREAS, Michael R. Bakst was appointed as the Chapter 7 Trustee.

WHEREAS, the Debtor has listed on his amended Schedule B dated February 24, 2009 Cash in the amount of \$355, household goods and furnishings in the amount of \$8,250.00, pictures in the amount of \$100.00, men's clothing, shoes and suits in the amount of \$1,500.00, cuff links in the amount of \$100.00, bicycle, ski clothes, snorkeling gear in the amount of \$535.00, and tools in the amount of \$200 for a total of \$11,040.00. The Debtor has claimed cash and property worth \$3,905 exempt pursuant to Fla. Stat. Ann. §222.25(4) and scheduled \$1,000 in personal property as exempt under Article 10, Section 4(a)(2) of the Florida Constitution, and Section 22.061 of the Florida Statutes. The Trustee objects to any claimed exemptions over and above the \$4,000.00 claimed exempt by the Debtor pursuant to Fla. Stat. Ann. §222.25(4).

EXHIBIT "A"

WHEREAS, the attorney for the Trustee took the Rule 2004 of the Debtor wherein it was disclosed that the Debtor received the sum of \$85,000.00 post petition as an alleged gift from the law firm of Murray and Guari, PL.

WHEREAS, the Trustee alleged that this gift was actually attorney referral fees for personal injury cases brought to the firm of Murray and Guari, PL. The Debtor disputes this contention.

WHEREAS, the Trustee has moved for an extension of time to object to Debtor's discharge.

NOW, THEREFORE, in light of the foregoing, and in consideration of the mutual promises and covenants of the parties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement is not an admission of liability, wrongdoing or the like, but is a settlement of disputed claims.
2. The above recitals are true and correct.
3. The parties agree to settle this matter, as follows:
 - (a) The Debtor shall pay to the Trustee upon the execution of this stipulation the sum of \$2,700.00 for assets over exemptions and \$40,000.00 for the funds received post petition as referenced above, for a total settlement of \$42,700.00.
 - (b) The payment shall be made payable to **Michael R Bakst, Trustee in Bankruptcy for Thomas P. Schmitt**, and shall be sent to the Trustee at PMB-702, Suite 160, 222 Lakeview Avenue, West Palm Beach, Florida 33401.
 - (c) Upon the Trustee receiving the payment of \$42,700.00, and such funds clearing with all necessary financial institutions, the assets over exemptions and the aforementioned funds

received post petition shall be deemed settled. Such settlement shall constitute a settlement in full between the parties.

(d) Upon the Trustee receiving the payment of \$42,700.00, and such funds clearing with all necessary financial institutions, Trustee shall withdraw his motions to extend the deadline to object to exemptions and discharge.

(e) Contingent on this Settlement Agreement being approved by the Bankruptcy Court after notice to creditors and Trustee receiving the payment of \$42,700.00 and such funds clearing with all necessary financial institutions, Trustee hereby waives any objections to Debtor's claimed exemptions and discharge and releases and forever discharges Thomas P. Schmitt only from any and all claims, debts, liabilities, demands, obligations, costs, attorneys' fees, actions and causes of action of every nature and character and description which he has held or now holds, by reason of any, matter, cause or thing whatsoever which Trustee has knowledge of as of the date of the execution of this Settlement Agreement.

(d) In the event that for whatever reason the subject \$42,700.00 is not received by the Trustee, the payment does not clear with the necessary financial institutions, the parties agree that the Debtor shall turn over to the Trustee the household goods and furnishings, pictures, men's clothing, shoes and suits, cuff links, bicycle, ski clothes, and snorkeling gear referenced above, to be sold by the Trustee for the benefit of the estate, and the settlement of the funds received post petition shall be deemed null and void.

3. The parties are aware that this settlement must be noticed to all creditors and must be approved by the Bankruptcy Court. Upon the Court approving this settlement, the Court shall enter an order approving the settlement. The Court shall be entitled to reserve jurisdiction to enforce the terms and covenants contained within this stipulation.

SO AGREED this 23 day of April, 2009.

THOMAS P. SCHMITT



THOMAS P. SCHMITT, ESQ.
2439 Treasure Isle Dr.
Palm Beach Gardens, FL 33410
Telephone: (561) 601-6661

**RUDEN, MCCLOSKEY, SMITH
SCHUSTER & RUSSELL, P.A.**



FRANK P. DELIA, ESQ.
Florida Bar No: 25877
MICHAEL R. BAKST, ESQ.
Attorneys for Trustee
Florida Bar No.: 866377
222 Lakeview Ave., Suite 800
West Palm Beach, FL 33401
Telephone: (561) 838-4500
Facsimile: (561) 838-4545

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "O"

KOGAN & DiSALVO, P.A.
PERSONAL INJURY ATTORNEYS

Darryl B. Kogan*
Theodore L. DiSalvo*
George M. Bakalar*
Seth W. Pachter
*Board Certified Civil Trial Attorney

Boynton Beach (561) 375-9500
Boca Raton (561) 477-9000
Stuart (772) 219-3866
Toll Free (800) 707-9111
Facsimile (561) 374-7898

3615 W. Boynton Beach Blvd.
Boynton Beach, Florida 33436

7900 Glades Road, Suite 330
Boca Raton, Florida 33434

759 S.W. Federal Hwy., Suite 212
Stuart, Florida 34994

www.Kogan-DiSalvo.com

Reply to: Boynton Beach

June 29, 2015

The Honorable Janet C. Croom
St. Lucie County Courthouse
218 SE 2nd Street
Ft. Pierce, FL 34950

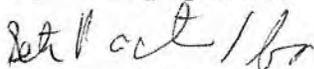
Re: Evanson v. L.A. Fitness International
Case No. 562010CA004423

Dear Judge Croom:

Enclosed please find a proposed Agreed Order on (1) Plaintiffs' Motion to Enforce Settlement and for Sanctions Pursuant to Fla.R.Civ.P. 1.730; and (2) Defendant's Motion for Court Intervention with Respect to Mediation Settlement and Charging Lien. All counsel have approved the Agreed Order for submission. If the proposed Agreed Order meets with your approval, please execute the original and return conformed copies to the parties in the self-addressed, stamped envelopes enclosed.

Thank you for your attention to this matter.

Very truly yours,



Darryl B. Kogan
DBK/mb

Enclosures

cc: Steven M. Katzman, Esq. And Craig A. Rubinstein, Esq. via email at smk@kwblaw.com; car@kwblaw.com and mrm@kwblaw.com
Jonathan M. Midwall, Esq., via email @ jonathan.midwall@csklegal.com; lara.dabdoub@csklegal.com; and lorraine.mata@csklegal.com

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

JESSICA EVANSON and;
JOSEPH EVANSON, JR., her husband,

CASE NO. 562010CA004423

Plaintiffs,

v.

L.A. FITNESS INTERNATIONAL,
LLC, a foreign corporation,

Defendant.

**AGREED OMNIBUS ORDER ON (1) PLAINTIFFS' MOTION TO ENFORCE
SETTLEMENT AND FOR SANCTIONS PURSUANT TO FLA.R.CIV.P. 1.730; AND (2)
DEFENDANT'S MOTION FOR COURT INTERVENTION
WITH RESPECT TO MEDIATION SETTLEMENT AND CHARGING LIEN**

THIS CAUSE having come before the Court on Plaintiffs' Motion to Enforce Settlement and for Sanctions Pursuant to Fla.R.Civ.P. 1.730, and Defendant's Motion for Court Intervention with Respect to Mediation Settlement and Charging Lien, and the Court being advised of the consent of the parties and charging lienor, A Law Firm of Goldstein, Schmitt & Associates, PLLC n/k/a A Law Firm of Lauri J. Goldstein & Associates, PLLC (the "Goldstein Law Firm"), it is hereby

ORDERED AND ADJUDGED as follows:

1. Within twenty days of the date of this Order, Defendant, L.A. Fitness International, LLC, shall provide to Kogan & DiSalvo, P.A. ("KD"), a settlement check in the amount of \$100,000.00 payable to Jessica Evanson ("Evanson"), the Goldstein Law Firm, and the KD Trust Account (the "Settlement Check").

2. The Goldstein Law Firm shall then endorse the Settlement Check to the order of the

KD Trust Account.

3. Disbursements of any portion of the Settlement Check from the KD Trust Account shall only be made upon (a) written agreement of Evanson, KD, and the Goldstein Law Firm; or (b) further Order of this Court.

DONE AND ORDERED in chambers, Fort Pierce, St. Lucie County, Florida, this ____ day of June, 2015.

Janet C. Croom, Circuit Court Judge

Copies furnished:

Steven M. Katzman, Esq. and Craig A. Rubinstein, Esq., Katzman Wasserman Bennardini & Rubinstein, P.A., 7900 Glades Road, Suite 140, Boca Raton, FL 33434, smk@kwblaw.com, car@kwblaw.com, mrm@kwblaw.com

Darryl B. Kogan, Esq., Kogan & DiSalvo, P.A. 759 SW Federal Highway, Suite 212, Stuart FL 34994, dbkogan@kogan-disalvo.com ; julianne@kogan-disalvo.com

Jonathan M. Midwall, Esq., Cole, Scott & Kissane, P.A., 915 South Dadeland Boulevard, Miami, FL 33131, jonathan.midwall@csklegal.com, lara.dabdoub@csklegal.com, lorraine.mata@csklegal.com

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "P"

**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

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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: ■% 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; ■% 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; ■% 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; ■% 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

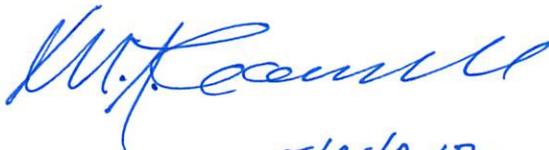


Thomas P. Schmitt, Esq.

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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "Q"

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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "R"

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

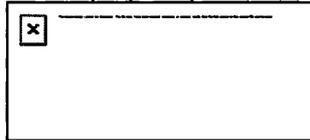
Johnny A. Pineyro

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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "S"

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.

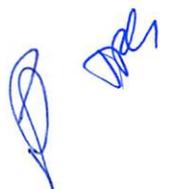
SECTION 5 – INDEPENDENT CONTRACTOR STATUS:

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, 20 18.

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: Thomas P. Schmitt

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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "T"

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.

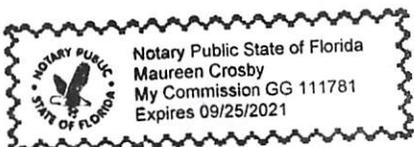
FURTHER AFFIANT SAYETH NAUGHT.



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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "U"



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.: 2018-CA-002535-O

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

Plaintiff

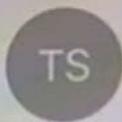
vs.

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

Defendants.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "V"



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.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "W"



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

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

CASE NO.: 2018-CA-002535-O

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.

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "X"



MY REPORT

34 Results

Name ▲	Project Type ▼
██████████, Jacqueline vs. Walt Disney World Magic Kingdom	Personal Injury Inclusive
██████████, Houda vs. Atta Ghobral, Peter (GEICO BI) and GEICO UM?	Personal Injury Inclusive
██████████, Soraya vs. Kelly, Kevin & Lisa	Personal Injury Inclusive
██████████, Keisha v. Pitts, Fuch	Personal Injury Inclusive
██████████, Justin v. ?	Personal Injury Inclusive
██████████, Lorraine v. Royal Palm Bay Villas	Personal Injury Inclusive
██████████, Romeo MINOR, Coronado, Rosanna (mother) v. Holiday Inn 2017-1610-PL	Personal Injury Inclusive
██████████, Latonya v. Mall of Millenia 2017-1569-SF	Personal Injury Inclusive
██████████, Christian (Minor), Marisol Cruz, Parent/Guardian v. Polk County School Board	Personal Injury Inclusive
██████████, Lisa vs. Polynesian Resort	Personal Injury Inclusive
██████████, Rod v. City Go Cart (St. Petersburg)	Personal Injury Inclusive

█████ Sheila v. Walt Disney Parks and Resorts 2017-1632-AA	Personal Injury Inclusive
█████, Gary vs. Williams, Jr., Donald	Personal Injury Inclusive
█████, Tina v. Mathis, Barbara Travelers 250/500	Personal Injury Inclusive
█████, Dominique v. Buffalo Wild Wings	Personal Injury Inclusive
█████ Jason vs. Walsh, Michael	Personal Injury Inclusive
█████, Darla vs. Disaster One, Inc	Personal Injury Inclusive
█████ Emily (Elevator Case) v. Lexington Corp - 2016-1061-SF	Personal Injury Inclusive
█████ Emily (MVA 02/26/18) v. Landsberg, Claudio (Geico)	Personal Injury Inclusive
█████ Jack (MINOR)(MVA 02/26/18) Mabry, Emily(mother) v. Landsberg, Claudio (Geico)	Personal Injury Inclusive
█████, Tracy v. All Florida Recovery (Zurich \$1,000,000(Tow Truck)) v. Buy Right Motors (York \$100,000))	Personal Injury Inclusive
█████, Michael v. Allstate UM 25/50 Phantom veh- 2017-1602-AA	Personal Injury Inclusive
█████, Tom v. Luciano - 2017-1599-AA	Personal Injury Inclusive
█████, Marianela vs. C and K Trucking LLC & Barry, Michael	Personal Injury Inclusive
█████, Sharon v. The Main Street America Group (\$1,000,000/ \$5,000 Medpay)	Personal Injury Inclusive
█████, Tabia vs. Lincoln, Janet	Personal Injury Inclusive

█████, Desire v. Carpenter, Larry	Personal Injury Inclusive
██████████, Claudette vs. Lincoln, Janet	Personal Injury Inclusive
█████, Jeanne vs. Luckner, Titus	Personal Injury Inclusive
█████ Thomas v. USAA, 2M Plup (Personal Liability Umbrella)/ \$5,000 Medpay (Landlord of 4324 SE Fairway West, Stuart, FL)	Personal Injury Inclusive
█████, Prerana v. Morales and Liberty Mutual Commercial In's. 1M UM 2016-1174-AA	Personal Injury Inclusive
█████, Chris (MVA 02/26/18) v. Landsberg, Claudio (Geico)	Personal Injury Inclusive
█████, Christopher v. Outback Steakhouse 2017-1634-SF	Personal Injury Inclusive
██████████, Melanie v. City Go Cart (St. Petersburg) and ??	Personal Injury Inclusive

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

CASE NO.: 2018-CA-002535-O

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.

_____/

**PLAINTIFF'S AMENDED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND
REQUEST FOR APPOINTMENT OF SPECIAL MASTER**

EXHIBIT "Y"

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO. 502015CA002733XXXXMB(AH)

A LAW FIRM OF GOLDSTEIN, SCHMITT &
ASSOCIATES, PLLC n/k/a A LAW FIRM OF
LAURI J. GOLDSTEIN & ASSOCIATES, PLLC
a Florida limited liability company,

Plaintiff,

vs.

THOMAS P. SCHMITT; ANTHONY BENNETT;
NICOLE A. CEPHAS-LOPEZ; JULIANNE
LORELLO; MEAGHAN E. SCHMITT; DARRYL
B. KOGAN; THEODORE L. DISALVO; KOGAN,
DISALVO & SCHMITT, P.A., a Florida
corporation; and KOGAN & DISALVO, P.A., a
Florida corporation,

Defendants.

**DEFENDANTS DARRYL B. KOGAN AND KOGAN, DiSALVO & SCHMITT, P.A.'S
MOTION FOR EMERGENCY HEARING ON PLAINTIFF'S MOTION TO PROTECT
CLIENTS**

Defendants DARRYL B. KOGAN (øKOGANö) and KOGAN, DiSALVO & SCHMITT,
P.A. (øKDSö), by and through their undersigned attorneys, hereby move this Honorable Court
for an emergency hearing on Plaintiffø's Motion to Protect Clients based on a change of
circumstances, and state as follows:

1. On July 2, 2015, Plaintiff filed its emergency motion to protect clients, alleging
that the status of the claims that were transferred from Plaintiffø's firm to KDS were unknown,
and requesting permission to contact those former clients and to ensure that any settlement funds
obtained through any of those claims be placed in an appropriate trust account. The basis for the

motion was two-fold: 1) that THOMAS P. SCHMITT (öSCHMITTö) may not be financially or mentally capable of properly representing those clients' interests at this time; and 2) based on a conversation that LAURIE J. GOLDSTEIN (öGOLDSTEINö) had with Kogan, there were concerns as to the status of those clients' claims and files because Schmitt is no longer associated with KDS. At the time this emergency motion was filed, the Court determined that the issues raised in the motion warranted expedited, but not emergency attention, and set the matter for the next available special set hearing on July 21, 2015.

2. KDS and Kogan will file a response to Plaintiff's motion clarifying the status of certain claims, and setting for the change in circumstance which now require the motion to be heard on an emergency basis as will be set forth below.

3. Since Schmitt's departure from KDS and the meeting between Goldstein and Kogan which forms part of the basis of Plaintiff's motion, Kogan has reviewed all of the roughly 140 files that came to KDS, and has been diligently working to protect the interests of those clients.

4. Despite bonafide efforts at a joint communication to those clients based on Schmitt's departure from KDS, no agreement could be reached. In that vein, and pursuant to and in compliance with Rule 4-5.8(d)(3) of the Rules Regulating the Florida Bar, Kogan and KDS began the process of notifying these clients of their rights to stay with the firm, to go with Schmitt or to choose representation by other lawyers or law firms.

5. Through this notification process, out of the 130 files at KDS, clients have provided written confirmation for 78 of the files at issue that they wish to remain with Kogan and KDS. Clients have provided oral verification for an additional 8 of the files that they too

wish to remain with Kogan and KDS, 8 have appointments to discuss their cases, 6 have chosen other firms and attempts are being made to contact the remainder and to appropriately advise them of their rights under the Rules.

6. On July 6, 2015, Kogan and KDS provided notice to Schmitt that the clients who had provided written confirmation of their decision were officially represented by Kogan and KDS and requesting that Schmitt refrain from contacting these represented clients. See email chain of July 7, 2015 attached as **Composite Exhibit A** (client names redacted to protect privacy but available for *in camera* inspection). Schmitt flatly refused and informed Kogan and KDS that he would be unilaterally contacting these clients despite this specific request from their counsel that he not do so. *Id.* Schmitt has in fact contacted at least one of these clients to date, requesting her to come meet with him *at his home* so he could explain his side. See email chain dated July 7, 2015, attached as **Exhibit B** (client name redacted for privacy but available for *in camera* inspection).

7. Because Schmitt has expressed his intent to disregard clear communication from counsel for these represented individuals that he should not contact them, and based on the myriad of allegations regarding improper conduct in his former contact with them as laid out in Plaintiff's motion, it has become an emergency to protect the interests of these clients from more confusion, instability and ultimately potential damage to their claims and to prevent violations of the Rules Regulating the Florida Bar in the form of unauthorized communication with represented parties, improper solicitation and/or the possibility of them receiving counsel from a lawyer who may be materially impaired from providing adequate counsel or representation.

8. This has undoubtedly been a very confusing time for all of the involved clients, and there is an immediate and emergent need to determine exactly who can and cannot be contacting these clients at this time. They have endured the initial split between Schmitt and Goldstein, possibly including the allegations that go with that split, and have now been properly informed of their rights due to the split of Schmitt from KDS. They have given informed consent to stay with KDS and Kogan, and this should end the inquiry. Instead, they now have the looming threat of continued contact from Schmitt and the possibility of contact as set forth in Plaintiff's motion. It is imperative that the issues raised in Plaintiff's motion and KDS and Kogan's response be resolved as soon as possible in order to shield these clients from unnecessary and unauthorized contact and to protect the integrity of the judicial process and the public's faith therein. The only way to accomplish this is to resolve this matter with an emergency hearing at which time KDS and Kogan request that the Court set forth in an order specific instructions as to who may and may not contact these clients and under what terms they may do so.

9. In the alternative, Kogan and KDS respectfully request that the Court enter an order preventing Schmitt from contacting these clients at least until the currently scheduled hearing on July 21, 2015, at which time these issues can be resolved.

WHEREFORE, based on these new developments, KDS and Kogan respectfully request that the Court schedule Plaintiff's motion for emergency hearing, or in the alternative, that the Court enter an order temporarily preventing Schmitt from contacting these represented clients until such time as Plaintiff's motion can be heard and resolved.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via transmission of a notice of electronic filing generated by the Florida Courts E-Filing Portal on July 8, 2015, to Michael J. Pike, Esq., Talina Bidwell, Esq., Daniel Lustig, Esq., *Counsel for Plaintiff*, Pike & Lustig, LLP, 2465 Mercer Ave., Suite 204, West Palm Beach, FL 33401 (pike@turnpikelaw.com, tbidwell@turnpikelaw.com, daniel@turnpikelaw.com, and pleadings@turnpikelaw.com); Steven Katzman, Esq., Craig A. Rubenstein, Esq., *Co-Counsel for Plaintiff*, Katzman Wasserman Bennardini & Rubinstein, P.A., 7900 Glades Rd., Suite 140, Boca Raton, FL 33434 (smk@kwblaw.com and car@kwblaw.com); and Cathleen A. Scott, Esq., *Counsel for Defendants*, Cathleen Scott & Associates, P.A., 250 S. Central Blvd., Suite 104, Jupiter, FL 33458 (cscott@csapalaw.com, ashley@csapalaw.com and esleeper@csapalaw.com).

SHAPIRO, BLASI, WASSERMAN & HERMANN, P.A.
Attorneys for Defendants Darryl B. Kogan and Kogan,
DiSalvo & Schmitt, P.A.
Corporate Centre at Boca Raton
7777 Glades Rd., Suite 400
Boca Raton, FL 33434
Tel: (561) 477-7800
Fax: (561) 477-7722

By: s/ Heather Weeter
ROBIN I. FRANK, ESQ.
FL Bar No. 0649619
Primary E-Mail: rifrank@sbwlawfirm.com
Secondary E-Mail: nlewis@sbwlawfirm.com
HEATHER WEETER, ESQ.
FL Bar No. 91698
Primary E-Mail: hweeter@sbwlawfirm.com

----- Original message -----

From: Julianne Lorello <Julianne@koganinjurylaw.com>

Date: 07/06/2015 11:44 AM (GMT-05:00)

To: "Thomas Schmitt (tschmitt237@gmail.com)" <tschmitt237@gmail.com>

Cc: "Darryl B. Kogan" <dbkogan@koganinjurylaw.com>, Nicole Lopez <Nicole@koganinjurylaw.com>

Subject: Drop letters

Please see attached.

Julianne Lorello
Litigation Paralegal

KOGAN DiSALVO & SCHMITT
PERSONAL INJURY LAW

Julianne@Koganinjurylaw.com<<mailto:Julianne@Koganinjurylaw.com>>

www.kogan-disalvo.com<<http://www.kogan-disalvo.com/>>

759 SW Federal Highway, Suite 212
Stuart, Florida 34994
Phone: 772.219.3866
Facsimile: 772.219.7370

This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product; or, (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

KOGAN DiSALVO & SCHMITT, P.A. CONFIDENTIALITY WARNING: The information contained in and transmitted with or attached to this e-mail is confidential and intended for the exclusive and confidential use of the intended recipients only. Any dissemination, distribution, copying or use of or reliance upon the information contained in or transmitted with or attached to this e-mail by anyone other than the intended recipients is unauthorized. If you have received this transmission in error, promptly delete this message and any attachments from your computer system. Please promptly notify us of the unintended transmission of this e-mail at (772)219-3866 ATTN: Thomas P. Schmitt, Owner/Managing Parter, Stuart Office. We do not waive the attorney-client or work-product privileges

by the transmission of this message or the attachments thereto, and to the extent that this email is privileged, those privileges are claimed and preserved.

KOGAN, DiSALVO & SCHMITT, P.A.
PERSONAL INJURY ATTORNEYS

Stuart Office

Darryl B. Kogan*
dbkogan@kogainjurylaw.com

Phone (772) 219-3866
Facsimile (772) 219-7370

759 SW Federal Highway, Suite 212
Stuart, Florida 34994

3615 W Boynton Beach Boulevard
Boynton Beach, Florida 33436

7900 Glades Road, Suite 330
Boca Raton, Florida 33434

Boca/Boynton Offices

Theodore L. DiSalvo*
George M. Bakalar*
Seth W. Pachter
*Board Certified Civil Trial Attorney

Boynton Beach (561) 375-9500
Boca Raton (561) 477-9000

Reply to: Stuart Office

Monday, July 6, 2015

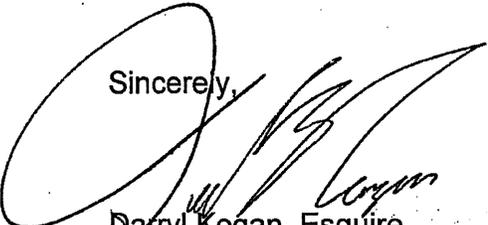
Via Email: tschmitt237@gmail.com
Thomas P. Schmitt
601 SW BayPointe Circle
Palm City, FL 34990

Re: Representation Letters

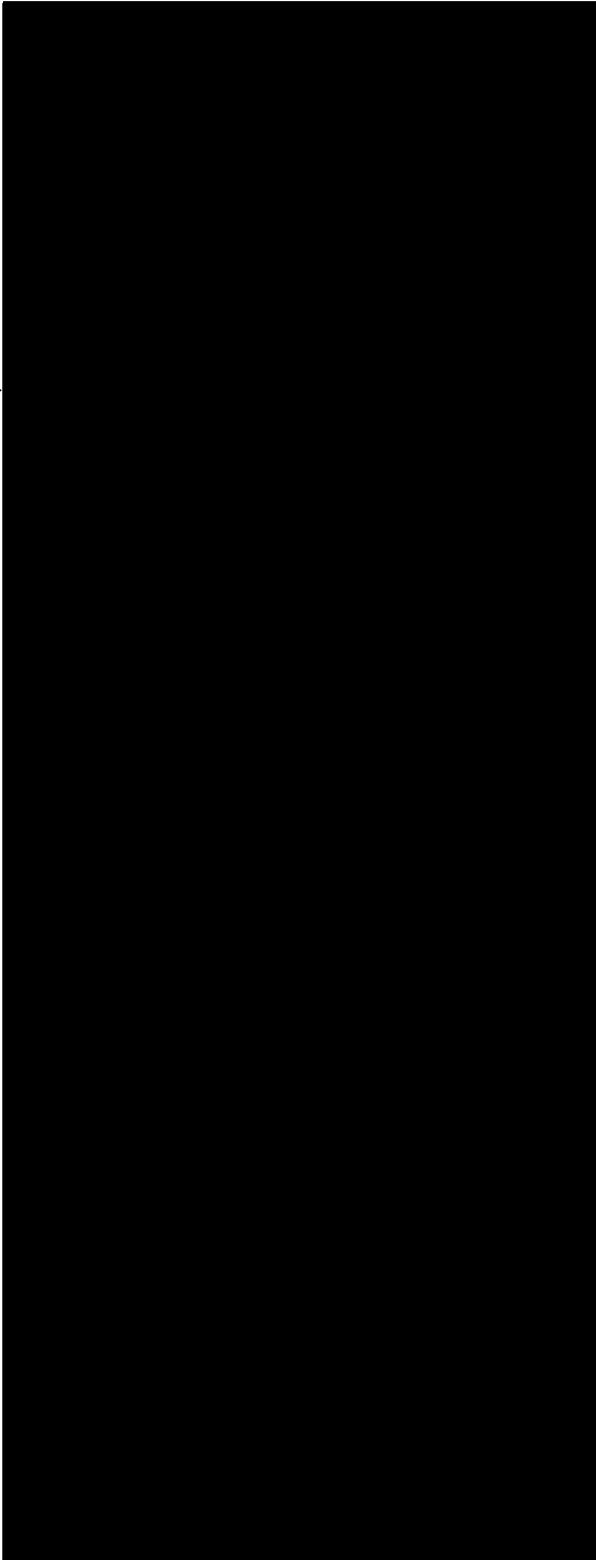
Dear Tom:

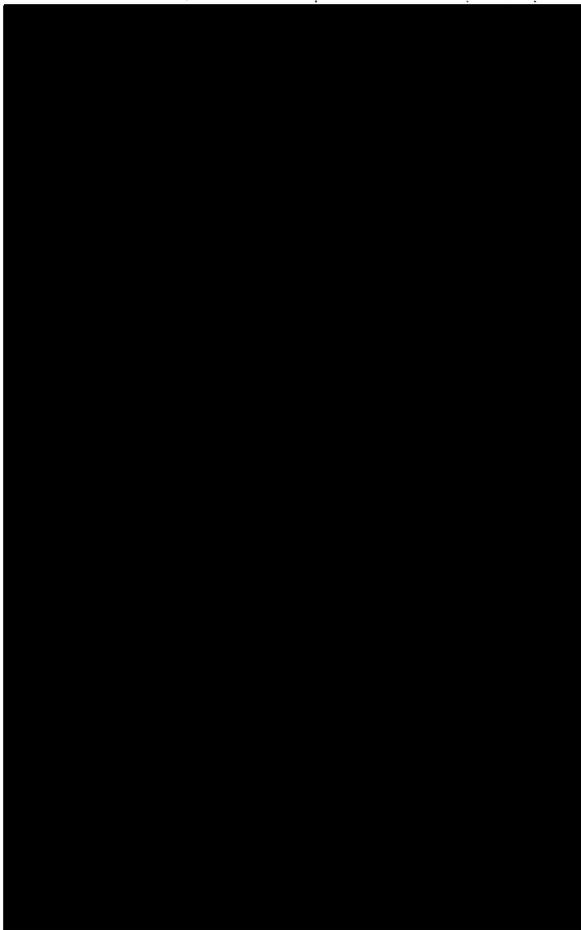
Attached is a list of clients who have requested in writing to be represented by Darryl Kogan and the Law Firm of Kogan, DiSalvo & Schmitt, (name change in the works). **Please DO NOT contact these client's under any circumstances.**

Sincerely,

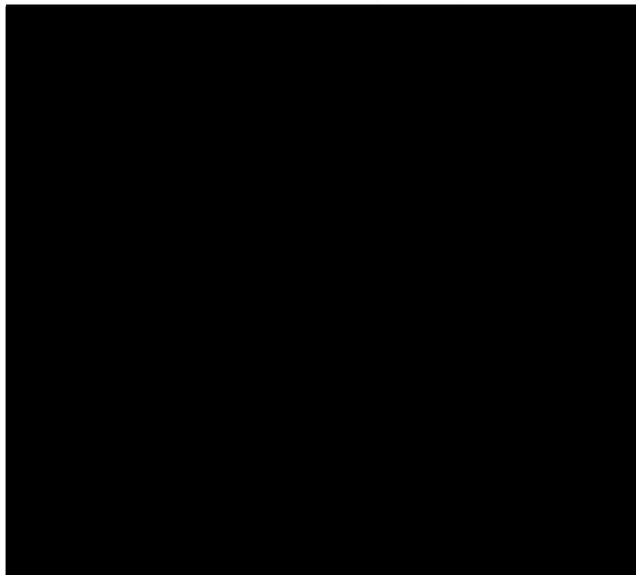

Darryl Kogan, Esquire

CLAIMS





Litigation





COMPOSITE EXHIBIT "A"

From: tschmitt237@gmail.com [<mailto:tschmitt237@gmail.com>]
Sent: Monday, July 6, 2015 1:39 PM
To: Julianne Lorello
Cc: Darryl B. Kogan; Nicole Lopez
Subject: Re: Drop letters

Your Joanne, please do not email me again. Please do not have Darryl email me again. The Avage, that because I'm entitled to contact the client unilaterally because Kogan would not agree to a joint letter, I will be doing soon. Best wishes.

Sent from my iPhone

On Jul 6, 2015, at 11:44 AM, <Julianne@koganinjurylaw.com> <Julianne@koganinjurylaw.com> wrote:

Please see attached.

Julianne Lorello

Litigation Paralegal

KOGAN DiSALVO & SCHMITT
PERSONAL INJURY LAW

Julianne@Koganinjurylaw.com
www.kogan-disalvo.com

759 SW Federal Highway, Suite 212
Stuart, Florida 34994
Phone: 772.219.3866
Facsimile: 772.219.7370

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<Drop Letters.pdf>

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.6037 / Virus Database: 4365/10173 - Release Date: 07/06/15

From: Nicole Lopez
Sent: Tuesday, July 7, 2015 4:13 PM
To: Darryl B. Kogan
Cc: Julianne Lorello
Subject: [REDACTED]

FYI -

Hi...Just got a call from this client (who is on the list that we emailed to TPS).

She advised that Tom texted her 2's on Saturday and had his "paralegal" call her today to schedule an appointment to come and meet with him at his house...I think it may be his girlfriend Kim calling on his behalf. It came from a 585-698-9447 # and asked her to come in so "he can explain his side"...

Just thought I should let ya know...

Nicole

EXHIBIT "B"

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