



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 \* www.FlavaWorks.com \* 305-438-9450 \* FAX: 305-438-9470 \* Toll Free: 1-877-352-8276

January 31, 2016

**SETTLEMENT DEMAND**

Michael Gulisano, Esquire  
Fla. Bar No. 87573  
5613 NW 117th Ave.  
Coral Springs, FL 33076  
561-271-1678  
gulisanomichael@gmail.com

*Sent via U.S. Mail, Email*

**RE: Settlement Demand before Lawsuit and Complaint are filed**

Dear Mr. Gulisano:

As you know, I am the CEO of Flava Works, Inc. (a producer of online adult entertainment) (hereinafter "Flava Works") and I hired you as a Staff Attorney in October 2015. During that time I noticed that you have filed with the court and made claims that are false and untrue - unethical behavior for a licensed Florida Attorney.

We are prepared to file a complaint against you with the Florida Bar and a complaint against you in The United States District Court for the Southern District of Florida for Malpractice, Breach of Contract and other claims.

However, before we file these actions, we will offer you this **one time settlement offer**. If you reject our settlement offer, we expect to serve you with a complaint and commence litigation against you. *To reiterate: if you act promptly you will avoid being named as a Defendant in this public lawsuit.*

**To settle this matter now, we will accept a settlement on the following terms:**

**Settlement Offer: \$7,500.00**

**Expiration of this Offer: February 3, 2016 at 5:00pm EDT (Close of Business), Payment arrangements can be made.**

**Settlement Terms: Complete Release of all claims (known and unknown)**

This offer is only available until February 3, 2016. At that time, the **settlement demand will increase to no less than \$25,000.00 PLUS our attorney's fees** and all court costs.

We have a prepared Settlement Agreement and Release, which if you agree to settle before we commence litigation, we will send you for your review - or you may draft and share with us your own.



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 \* www.FlavaWorks.com \* 305-438-9450 \* FAX: 305-438-9470 \* Toll Free: 1-877-352-8276

However, our deadline on a settlement agreement in terms is firm - **February 3, 2016 at 5:00pm EDT (Close of Business)**.

If we do not have an agreement by then, you can expect that we will commence litigation and complaints against you in all and every available forum.

Sincerely,

Phillip Bleicher,  
Chief Executive Officer  
Flava Works  
3526 South Prairie Ave  
Chicago IL 60653  
305-438-9450 Ext 305



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 \* www.FlavaWorks.com \* 305-438-9450 \* FAX: 305-438-9470 \* Toll Free: 1-877-352-8276

February 1, 2016

**SETTLEMENT DEMAND**

Matthew Zukowsky  
Fla. Bar No. 0112311  
Association Financial Services  
4770 Biscayne Blvd, Ste 700  
Miami, FL 33137  
[mzukowsky@afslc.com](mailto:mzukowsky@afslc.com)  
[matthew.zukowsky@gmail.com](mailto:matthew.zukowsky@gmail.com)

*Sent via U.S. Mail, Email*

**RE: Settlement Demand before Lawsuit and Complaint are filed**

Dear Mr. Zukowsky:

As you know, I am the CEO of Flava Works, Inc. (a producer of online adult entertainment) (hereinafter "Flava Works") and I hired you as a Staff Attorney in March 2015. During that time I noticed that you missed several court ordered deadlines, wiretapped phones with opposing counsel and have filed with the court and made claims that are false and untrue - unethical behavior for a licensed Florida Attorney.

We are prepared to file a complaint against you with the Florida Bar and a complaint against you in The United States District Court for the Southern District of Florida for Malpractice, Breach of Contract and other claims.

However, before we file these actions, we will offer you this **one time settlement offer**. If you reject our settlement offer, we expect to serve you with a complaint and commence litigation against you. *To reiterate: if you act promptly you will avoid being named as a Defendant in this public lawsuit.*

**To settle this matter now, we will accept a settlement on the following terms:**

**Settlement Offer: \$17,500.00**

**Expiration of this Offer: February 3, 2016 at 5:00pm EDT (Close of Business), Payment arrangements can be made.**

**Settlement Terms: Complete Release of all claims (known and unknown)**

This offer is only available until February 3, 2016. At that time, the **settlement demand will increase to no less than \$50,000.00 PLUS our attorney's fees and all court costs.**



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 \* www.FlavaWorks.com \* 305-438-9450 \* FAX: 305-438-9470 \* Toll Free: 1-877-352-8276

We have a prepared Settlement Agreement and Release, which if you agree to settle before we commence litigation, we will send you for your review - or you may draft and share with us your own. However, our deadline on a settlement agreement in terms is firm - **February 3, 2016 at 5:00pm EDT (Close of Business)**.

If we do not have an agreement by then, you can expect that we will commence litigation and complaints against you in all and every available forum.

Sincerely,

Phillip Steicher,  
Chief Executive Officer  
Flava Works  
3526 South Prairie Ave  
Chicago IL 60653  
305-438-9450 Ext 305



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

February 4, 2016

The Florida Bar  
Attorney/Consumer Assistance Program (ACAP)  
651 East Jefferson Street  
Tallahassee, Florida 32399-2300

RE: Complaint against Florida Attorney - Michael Gulisano,  
Florida Bar # 87573

To Whom It May Concern:

I am writing today to file a formal complaint and ask that the Florida Bar open an investigation into the law practice of Michael Gulisano and his malpractice, unprofessional actions which has severely prejudiced our pending case in the Southern District of Florida, CASE NO. 14-23208-CIV-LENARD/GOODMAN

On October 5, 2015, I personally hired Michael Gulisano as a "PART-TIME STAFF ATTORNEY" and among other things, to represent Flava Works, Inc. in the above captioned matter. (See Exhibit #A – Craigslist Advertisement and "Congratulations Michael!" Email dated October 7, 2015)

#### **FAILURE TO COMMUNICATE WITH CLIENT**

A condition of Michael Gulisano's employment was communication –as our company is based in Chicago, Illinois, which is also where I personally reside, Mr. Gulisano was to keep me in the loop of all telephone calls, emails with opposing counsel in the above mentioned matter and I was to review all documents before they were sent off to opposing counsel or filed with the court.

From the onset – Mr. Gulisano's communication was lacking and unprofessional.

I first noticed this on November 4, 2015, when I received a subpoena from PNC Bank – stating that Mr. Gulisano had subpoenaed documents that would be sent directly to opposing counsel – without my knowledge or approval. (See Exhibit #B –email dated November 4, 2015).

Additional - his failure to address other litigation, as our Staff Attorney, he was hired to handle all in-house litigation – however when I emailed him about other copyright infringement cases - on a new case – he simply ignored my email. (See Exhibit #C - email dated November 4, 2015).

#### **IMPROPER COMMUNICATION WITH JUDGE**

Mr. Gulisano emailed the Judge directly – which he was reprimand by the Judge for doing so – on the docket – which severely prejudiced us and made us look unprofessional. (See Exhibit #D –email dated November 4, 2015).

#### **ERRONEOUS BILLING**

As a Staff Attorney, we instructed him that we pay twice per month, specifically we stated upon



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

hiring him that "Our payroll is done twice a month on the 20th (for the 1-15th) and the 5th (for the 16-30)". (See Exhibit #A – Craigslist Advertisement and "Congratulations Michael!" Email dated October 7, 2015).

On or about November 18, 2015, Mr. Gulisano contacted Juneitha Shambee who is employed as a Staff Attorney in Flava Works' Chicago, Illinois office and stated his concern and reservations about attending a hearing in front of Judge Goodman on Friday, November 20, 2015 – stating "why should I attend when I haven't even been paid yet". For Mr. Gulisano to voice his concern that he had not been paid to his coworkers – implying that he had submitted the required detailed invoices and Flava Works' was failing to pay him for his time - was false.

Shortly after Ms. Shambee brought this to my attention, I emailed him requesting an invoice. (See Exhibit #E –email dated November 18, 2015).

Finally, on November 19, 2015, he submitted the attached invoice. (See Exhibit #F –Invoice dated November 19, 2015).

This invoice is vague and riddled with numerous errors and untruths. For instance, he incorrectly bills for a hearing in the future which has not happened (November 20, 2015) and he bills for a span of over a month – from October 10, 2015 to November 19, 2015 "Multiple correspondence with Defendant's counsel, Court, Co-Counsel, and Client" – eleven hours.

After he submitted the invoice – he was asked to submit a detailed and corrected invoice, which should contain the hours he worked, what cases he worked on and what he did in detail. This was also outlined in our hiring agreement which specifically stated "we just need an invoice of your hours you worked and for what cases (we will need you to keep a log of all the hours you work on a case for billing purposes in regards to settlements and judgements)." (See Exhibit #A – Craigslist Advertisement and "Congratulations Michael!" Email dated October 7, 2015)

As of February 1, 2016, Mr. Gulisano has only submitted the attached invoice dated November 19, 2016, he has not submitted the corrected detailed invoice that was requested from him, and furthermore submitted a false statement on December 15, 2015 claiming he was owed \$1,000.00 (See Exhibit #G – NOTICE OF ATTORNEY'S CHARGING LIEN dated December 15, 2015).

#### **FAILURE TO FOLLOW FLORIDA BAR RULES - FILED MOTION TO WITHDRAW WITHOUT CLIENT KNOWLEDGE**

Unbeknownst to me and without my permission, Michael Gulisano filed a Motion to withdraw on or about November 20, 2015, one day before he and I were to appear before Judge Goodman as stated above. (See Exhibit #H – MOTION TO WITHDRAW AS PLAINTIFF'S COUNSEL dated November 19, 2015).

I live in Chicago, Illinois and I hired Michael Gulisano to represent our corporation – I had no intention of flying to Miami on November 20, 2015. However, throughout the day on November 19, 2015 I was requesting to review what Mr. Gulisano was going to discuss and review with Judge Goodman and to make sure he was prepared for the hearing - I called and emailed Mr. Gulisano several times in order to review what he was going to say for the hearing. Mr. Gulisano did not return any emails or phone calls.



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2435, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

I was worried that Mr. Gulisano was not going to show up and Judge Goodman would sanction our company. In fact, later that night as I was checking Pacer - I learned Mr. Gulisano filed a Motion to withdraw. On that motion he stated he consulted with us - which was false - he had not emailed, or telephoned me about withdrawing.

Mr. Gulisano's motion was denied by the court - however the problem is that he claimed in his Certificate of Service that he notified the client by U.S. Mail - he did not.

Mr. Gulisano also made two false claims in his motion to withdraw as counsel:

- 1) He falsely claimed that "*The Plaintiff has refused to follow the advice of the undersigned, resulting in irreconcilable differences.*" This is false and he offers (and cannot prove) no emails or phone communications where we refused to follow his advice or where we had any irreconcilable differences.
- 2) He falsely claimed "*the undersigned has developed a conflict of interest that precludes further representation of the Plaintiff in this matter.*" He offers no details on this and there is no email or phone communication between Mr. Gulisano and Flava Works, Inc.

Mr. Gulisano submitted this on November 19, 2015 electronically - but there is no communication - by email, phone or U.S. Mail where Mr. Gulisano submitted a copy of the Motion to Withdraw. I believe this is in violation of Florida Bar rules - and/or Federal Rules of Civil Procedure - where an Attorney must first notify the client of their intent to withdraw as attorney. Mr. Gulisano did not notify us in any way, period.

#### NOVEMBER 20, 2015 HEARING

As stated above, I had no intention of attending this hearing, however because Mr. Gulisano refused to return any of my emails or phone calls - and because I learned (by thankfully checking Pacer the evening of November 19, 2015) that Mr. Gulisano filed an fallacious Motion to Withdraw as counsel, I quickly booked a flight for Miami, FL and attended the hearing (incurring large airfare costs for purchasing a last minute ticket!). At the hearing Mr. Gulisano - made several statements in open court before Judge Goodman that he didn't know the extent of the case and was not prepared to represent Flava Works, - claiming that Opposing Counsel should be more cooperative as he tries to catch up with the case.

Judge Goodman chastised Mr. Gulisano saying that his actions border on malpractice and he has an ethical and fiduciary responsibility to represent the client - which includes reading all pleadings and documents.

Mr. Gulisano was ill-prepared for this hearing - even though he had several weeks to do so. I would encourage you to pull the transcript of this hearing and you will hear that I ended up speaking much more in open court than my attorney Mr. Gulisano - because he was not prepared, unorganized and unprofessional. This type of unprofessionalism is grounds for a Malpractice claim against him.



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2435, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

#### MAKING FALSE STATEMENTS

In Mr. Gulisano's December 15, 2016 filing, Mr. Gulisano stated that he was owed \$1,000.00 for attorney's fees - however this statement is untrue as stated above. Mr. Gulisano has only submitted one invoice which was for \$500.00 and that invoice he was instructed to re-submit with details instead of vague descriptions - which he never re-submitted. (*See Exhibit #F - Invoice dated November 19, 2015*).

#### FILING FALSE CERTIFICATE OF SERVICES

On this same December 15, 2015 filing, Mr. Gulisano stated that in his certificate of service that he notified all parties involved - however we never received this notice by U.S. Mail as required and stated.

#### OBLIGATION TO NOTIFY THE BAR OF ETHICAL ISSUES WITH OTHER ATTORNEYS

I believe there is a Florida Bar Rule that requires current attorneys to notify the Florida Bar of ethical violations made by other attorneys - Mr. Gulisano failed to do so. In regards to Attorney Ursala Jackson - who is listed as an Attorney on this case mentioned above - she was terminated nearly a year ago - and she has failed to remove herself from the docket - but she still receives communication from opposing counsel and CMF. Mr. Gulisano was told several times about her scandalous behavior but I believe Mr. Gulisano took no action with the Florida Bar,

In closing, I urge you to open up an investigation into Mr. Gulisano's attorney misconduct and especially for his unprofessional behavior, erroneous billing, and nefarious filings which I believe violate several of the Florida Bar Rules and Federal Rules of Civil Procedure

Should you have any questions, need any additional documents or sworn statements, please do not hesitate to contact me at 305-438-9450 Ext 305 or by mail at the address below.

Sincerely,

Phillip Bleicher  
CEO  
Flava Works, Inc.  
3526 South Prairie Ave  
Chicago IL 60653



3526 South Prairie Ave. Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

February 4, 2016

The Florida Bar  
Attorney/Consumer Assistance Program (ACAP)  
651 East Jefferson Street  
Tallahassee, Florida 32399-2300

RE: Complaint against Florida Attorney - Matthew Zukowsky,  
Florida Bar # 0112311

To Whom It May Concern:

I am writing today to file a formal complaint and ask that the Florida Bar open an investigation into the law practice of Matthew Zukowsky and his malpractice, unprofessional actions which has severely prejudiced our pending cases in the Southern District of Florida, CASE NO. 114-cv-23208-JAL, 115-cv-20245-MGC, and 115-cv-21592-MGC.

On February 24, 2015, Matthew Zukowsky applied for the position and was subsequently hired for the position of "PART-TIME STAFF ATTORNEY" and among other things, to represent Flava Works, Inc. in the above captioned matters – all involving Flava Works, Inc. vs A4A Reseau, Inc., A4a Network, Inc., And Marc Parent.

#### ATTORNEY MISCONDUCT - MISSING COURT DEADLINES

Mr. Zukowsky was hired to represent Flava Works in the above stated actions and he was to file his appearance and file Defendants' Motion to Set Aside Dismissal or Show Cause which was previously drafted. All he needed to do was review the motion, sign and file in court by close of business on March 4, 2015. (See attached Exhibit A).

Mr. Zukowsky, through his ignorance, thought he could file these documents online via CM/ECF, however he had not completed the mandatory training or was given an ID to file by March 4, 2015 when the documents were required to be filed.

As a Florida Licensed Attorney – Mr. Zukowsky should have looked further into the requirements of filing electronically before committing to file electronically instead of filing the documents on March 4, 2015 in person with the court. By failing to review the requirements in time, Mr. Zukowsky was unable to file the document in the court online, and he physically filed them the next date on March 5, 2015 late. Because of his late filing, the court denied the motions due to the fact that certain criteria were not met. Therefore, with that denial because of Mr. Zukowsky's actions of filing the motion and his appearance late, Flava Works, Inc. was ordered to pay \$28,060.57 in attorney's fees to opposing counsel in the case 114-cv-23208-JAL. (See attached Exhibit B)

This is not the first deadline or error Mr. Zukowsky made with the United States District Court Southern District of Florida.

Another example of Mr. Zukowsky's failure to meet deadlines and file court documents on time was his



3526 South Prairie Ave. Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

failure to respond to emails from the opposing counsel regarding discovery issues on June 19, 2015 and July 23, 2015. Mr. Zukowsky never responded to these emails and phone calls and furthermore never informed Flava Works of these issues until opposing counsel filed a motion for sanctions and additional attorney's fees for the failure to respond to these discovery issues. (See attached Exhibit C)

Another example was on July 14, 2015, Mr. Zukowsky's also failed to file a motion to reconsider before the deadline date of July 14, 2015 in order to avoid the judgement entered against Flava Works, Inc. in this matter. Instead – filing this the next day of July 15, 2015. (See attached Exhibit D)

This type of unorganized unprofessionalism should be grounds for disbarment at the very least and Mr. Zukowsky's should be made to pay for the attorney's fees of opposing counsel for his continuous ignorance.

#### FAILURE TO COMMUNICATE WITH CLIENT

A condition of Matthew Zukowsky's employment was communication – as our company is based in Chicago, Illinois, which is also where I personally reside, Mr. Zukowsky was to keep me in the loop of all telephone calls, emails with opposing counsel in the above mentioned matter and I was to review all documents before they were sent off to opposing counsel or filed with the court.

From the onset – Mr. Zukowsky's communication was lacking and unprofessional.

I first noticed this on April 6, 2015, when I received an email from Mr. Zukowsky asking me if I had seen an order that came from the court nearly a week earlier on March 31, 2015. How would I of seen that order when only our attorney Mr. Zukowsky is on the email distribution list of CM/ECF – as I am not an attorney – I do not receive these emails. (See attached Exhibit E)

#### ATTORNEY MISCONDUCT – FAILURE TO CONFER WITH CLIENT

On June 26, 2015, Mr. Zukowsky Agreed to a hearing on July 20, 2015 that required my presence in person, however he did not consult with me prior to this. I live in Chicago, Illinois and must fly to Miami, FL for any required court hearings.

When confronted about agreeing with opposing counsel and the court – Mr. Zukowsky's response was "They called me and said they absolutely needed an answer right then and there." I find this hard to believe in civil litigation – if the client lives out of state, there should be some leniency for them to be consulted on available dates to attend hearing in person. (See attached Exhibit F)

#### WIRETAPING

I never gave Mr. Zukowsky permission to record my telephone calls and I am confident opposing counsel never gave him permission either – however on July 14, 2015, Mr. Zukowsky emailed me copies of two telephone calls he had with opposing counsel John F. Bradley – claiming that since he works for a collection company he was permitted to record his telephone calls without the other parties' consent. I am not an attorney but I searched the law online and found that "Florida's wiretapping law is a "two-party consent" (Fla. Stat. ch. 934.03) – which I guess means both parties must consent to being recorded.

Anyway, Mr. Zukowsky emailed me these audio recordings and told me to listen to them, which I did. It does



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

not portray Mr. Zukowsky in a positive light – first he sounds like a coward who is weak, second it sounds like he did something wrong and he was guilty of not conferring with opposing counsel. Shortly thereafter, opposing counsel filed motions asking for sanctions and attorney’s fees saying our attorney Mr. Zukowsky failed to meet and confer under the Florida Bar rules.

For your review, I have created a private link via dropbox which contains these recorded phone calls. They are available here: <https://www.dropbox.com/sh/1liw6joq1c1bqtx/AACbn9Q-ayUF0X3W2J-VIIIfca?dl=0>

I assume opposing counsel is unaware of these recorded conversations, and if he were to learn of them he may file his own complaint with the Florida Bar over professional misconduct.

#### **FAILURE TO FOLLOW FLORIDA BAR AND LOCAL RULES**

On several occasions Mr. Zukowsky submitted documents on our behalf which were incorrect or formatted inappropriately – making Flava Works, Inc. look unorganized and unprofessional.

For example Mr. Zukowsky filed on or around April 21, 2015 and the clerk responded on the docket: “Clerks Notice to Filer re [47] Notice (Other). Proposed Order Docketed as Main Document; CORRECTIVE ACTION REQUIRED - Filer must File a Notice of Striking, then resubmit the proposed order as instructed in the CM/ECF Administrative Procedures. Please see FLSD website for forms. (cqs)” (See attached Exhibit G)

This is only one of several misfiling’s Mr. Zukowsky had filed. Reviewing the dockets for the above mentioned cases reveals several of these misfiling’s and failure to follow local rules.

#### **ERRONEOUS AND DECEPTIVE BILLING PRACTICES**

As a Staff Attorney, we instructed him that we pay twice per month, specifically we stated upon hiring him that “Our payroll is done twice a month on the 20th (for the 1-15th) and the 5th (for the 16-30)”. (See attached Exhibit H)

On or about March 17, 2015, Mr. Zukowsky submitted his first invoice to Flava Works, Inc. which he claimed that he ‘edited’ documents. Subsequent invoices dated May 14, 2015, June 5, 2015, etc. all are vague and riddled with numerous errors and untruths in which Mr. Zukowsky claimed he performed work which he had not. (See attached Exhibit I)

Flava Works hired two additional outside attorneys, Judy Marsie-Hazen and Alexis Read which were hired to draft and research motions. After they would collectively prepare these motions and research, they would submit this to Mr. Zukowsky for his approval and for him to add his signature block and file. (See attached Exhibit J)

However, on several occasions, Mr. Zukowsky was unaware on how to add the signature block and asked that Flava Works, Inc. do it for him. It should not be the client’s responsibility to add a signature block to a legal document for that attorney to file - but we did several times at his request. Please investigate this matter to see if that is within the Florida Bar Rules – as I suspect they are not. Furthermore, Mr. Zukowsky would not review the prepared motions but would simply file them.



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

Attached please find copies of invoices from Judy Marsie-Hazen and Alexis Read which correctly claim and take credit for researching, drafting and preparing several motions which were in turn sent to Mr. Zukowsky. Mr. Zukowsky would then improperly bill Flava Works for the same work which was billed and paid to both Judy Marsie-Hazen and Alexis Read. Taking credit on several invoices for work he had not performed and which Mr. Zukowsky has no attorney/client work product to show for it (See attached Exhibit K)

Finally, I have attached copies of Mr. Zukowsky’s invoices in which Mr. Zukowsky billed in whole hour increments instead of fifteen or half hour increments. (See attached Exhibit L)

#### **FILING FALSE CERTIFICATE OF SERVICES**

On several instances, Mr. Zukowsky, filed documents with the court and falsified the certificate of Service, saying he notified opposing counsel and Flava Works, Inc. of his filings – stating that in his certificate of service that he notified all parties involved – however we never received notices by U.S. Mail as required and stated. (See attached Exhibit M)

#### **OBLIGATION TO NOTIFY THE BAR OF ETHICAL ISSUES WITH OTHER ATTORNEYS**

I believe there is a Florida Bar Rule that requires current attorneys to notify the Florida Bar of ethical violations made by other attorneys – Mr. Zukowsky failed to do so. In regards to Attorney Ursala Jackson – who is listed as an Attorney on this case mentioned above – she was terminated nearly a year ago – and she has failed to remove herself from the docket – but she still receives communication from opposing counsel and CMF. Mr. Gulisano was told several times about her scandalous behavior but I believe Mr. Zukowsky took no action with the Florida Bar. (See attached Exhibit N)

In closing, I urge you to open up an investigation into Mr. Zukowsky’s attorney misconduct and especially for his unprofessional behavior, erroneous billing, and nefarious filings which I believe violate several of the Florida Bar Rules and Federal Rules of Civil Procedure

Should you have any questions, need any additional documents or sworn statements, please do not hesitate to contact me at 305-438-9450 Ext 305 or by mail at the address below.

Sincerely,

Phillip Bleicher  
CEO  
Flava Works, Inc.  
3526 South Prairie Ave  
Chicago IL 60653



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

**FOR IMMEDIATE RELEASE**

**CONTACT:**  
Phillip Bleicher  
Flava Works  
305-438-9470  
[Legal@FlavaWorks.com](mailto:Legal@FlavaWorks.com)

**FLAWORKS SUES ATTORNEY MICHAEL GULISANO FOR MALPRACTICE**

*Takes aggressive legal stand against incompetent attorneys!*

**MIAMI (FEBRUARY 4, 2016)** – Flava Works has announced today that it is filing a lawsuit against its’ former attorney, Michael Gulisano for malpractice claims, filing false documents and making false claims. Michael Gulisano was hired to represent Flava Works in its’ action against Adam4Adam.com – however Flava Works’ learned of several nefarious filings and false statements made by Florida Attorney Michael Gulisano which lead Flava Works to fire and file a lawsuit against him.

In addition, Flava Woks has filed a formal complaint with the Florida Bar and recommended that they take action and suspend or terminate Michael Gulisano’s law license in the State of Florida.

“For too long we have hired attorneys who we entrusted with our copyright litigation – and for one of these attorney’s to file false documents and make false claims under our good name must stop here. That’s why we’re taking a stand and filing this lawsuit” Says Chief Executive Officer, Phillip Bleicher

For more information, visit <http://www.FlavaWorks.com/legal/>

###



3526 South Prairie Ave, Chicago IL 60653  
PO BOX 2495, Chicago IL 60690 • www.FlavaWorks.com • 305-438-9450 • FAX: 305-438-9470 • Toll Free: 1-877-352-8276

**FOR IMMEDIATE RELEASE**

**CONTACT:**  
Phillip Bleicher  
Flava Works  
305-438-9470  
[Legal@FlavaWorks.com](mailto:Legal@FlavaWorks.com)

**FLAWORKS SUES ATTORNEY MATTHEW ZUKOWSKY FOR MALPRACTICE**

*Takes aggressive legal stand against incompetent attorneys!*

**MIAMI (FEBRUARY 4, 2016)** – Flava Works has announced today that it is filing a lawsuit against its’ former attorney, Matthew Zukowsky for malpractice claims, missing court ordered deadlines, erroneous billing, wiretapping and making false claims. Matthew Zukowsky was hired to represent Flava Works in its’ action against Adam4Adam.com – however Flava Works’ learned of several nefarious filings and false statements made by Florida Attorney Matthew Zukowsky which lead Flava Works to fire and file a lawsuit against him.

In addition, Flava Woks has filed a formal complaint with the Florida Bar and recommended that they take action and suspend or terminate Matthew Zukowsky’s law license in the State of Florida.

“For too long we have hired attorneys who we entrusted with our copyright litigation – and for one of these attorney’s to wiretap opposing counsel, and miss several court ordered deadlines under our good name must stop. That’s why we’re taking a stand and filing this lawsuit” Says Chief Executive Officer, Phillip Bleicher

For more information, visit <http://www.FlavaWorks.com/legal/>

###

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Flava Works, Inc. and )  
Phillip Bleicher, )  
 )  
Plaintiffs, )  
 )  
 )  
v. )  
 )  
Michael Gulisano )  
 )  
Defendants. )

Case No. \_\_\_\_\_

**COMPLAINT**

**JURY TRIAL DEMANDED  
CLAIM AMOUNT IN EXCESS  
OF \$75,000.00**

**COMPLAINT**

Plaintiffs, FLAVA WORKS, INC. (herein "FLAVA" or "FWI"), hereby complains against Defendant, MICHAEL GULISANO, (herein "GULISANO") and, demanding trial by jury, seeks relief as follows:

**NATURE OF CASE**

1. This is a legal malpractice case. Through this Complaint, FWI seeks to recover the more than \$38,234 of damages cause by Defendant's lack of representation. MICHAEL GULISANO's lawyering failures were both pervasive and egregious. He materially contributed to the court's order of judgment against FWI in case number 14-cv-23208 in the Southern District of Florida (herein "SDFL"), causing FWI to be liable for the judgment amount of \$38,234 and a subsequent stay on FWI's subsequent case under 15-cv-20345. With its subsequent case stayed under 15-cv-20345, FWI has been unable to seek the redress from the court, continues to suffer financially in regards to FWI's damaged

property and has incurred further costs and damages as a result of the Defendant's misrepresentation to which FWI detrimentally relied. MICHAEL GULISANO must be held accountable for the damages he caused.

**PARTIES**

2. FLAVA WORKS, INC. is an Illinois corporation that maintains it principal place of business in Chicago, Illinois. At all relevant times to this action, FWI was a Florida corporation that held its principal place of business in Chicago, Illinois. FWI operated as a production company which produced adult content and distributed its products through various distribution outlets.

3. MICHAEL GULISANO is an attorney, licensed to practice in law in Florida, Bar Number 87573. At all times relevant, MICHAEL GULISANO, upon information and belief, engaged in the practice of law in Florida.

**JURISDICTION AND VENUE**

4. This court is vested with jurisdiction of this case pursuant to Fla. Stat. §48.193.

5. Venue is proper in this court pursuant to Fla Stat. §47.011.

**FACTS**

6. Opposing parties in case number 14-v-23208 (herein "subject case") file a motion in the previously closed case, causing FWI the need for legal representation in Florida.

7. FWI filed a motion for extensions of time to respond to the opposing parties' motion due to the fact that FWI was pro se and could not proceed pro se under Florida laws.

8. FWI was granted the motion and continued to seek representation.

9. FWI placed an advertisement in the classifieds on Craigslist.com for a "Part

Time Attorney Wanted for Copyright Infringement Cases” on or about late June 2015.

10. MICHAEL GULISANO answered the advertisement by applying for the position on or about July 9, 2015. He was later retained by FWI on October 9, 2015.

11. MICHAEL GULISANO informed FWI that he was licensed in Florida and that he was licensed in the SDFL.

12. FWI informed MICHAEL GULISANO that he needed to completely communicate with FWI in all matters, emails and communications

13. Furthermore, MICHAEL GULISANO billed FWI for work not performed by GULISANO demanding payment of thereof.

14. MICHAEL GULISANO also filed several documents with the court which were untrue and contained untrue statements of fact.

15. MICHAEL GULISANO also failed to adequately prepare for a planned hearing on November 20, 2015,

**FIRST CLAIM FOR RELIEF**

**(Breach of Contract: MICHAEL GULISANO)**

16. The allegations in paragraphs 1-15 above are incorporated herein by reference.

17. MICHAEL GULISANO, upon accepting employment with FWI, and more specifically, the case in the subject case, created a contract with FWI to provide competent legal representation.

18. MICHAEL GULISANO, by creating a contract with FWI, owed a duty of competence and diligence to FWI. FWI detrimentally relied on the agreement between FWI and GULISANO and MICHAEL GULISANO was fully aware of FWI’s reliance.

19. MICHAEL GULISANO, by failing to file all necessary documents in a timely manner, filing erroneous documents and stating untrue facts in documents filed, placing FWI in a sensitive place with this matter due to the status of the case at the time and the upcoming deadlines in the case, failed to fulfill that duty causing damages to FWI.

20. Due to MICHAEL GULISANO breach of contract with FWI, FWI incurred additional costs and attorney fees, including a judgment from the court in the amount in excess of \$38,234 for the opposing parties’ attorney fees.

**SECOND CLAIM FOR RELIEF**  
**(Professional Negligence: MICHAEL GULISANO)**

21. The allegations on paragraphs 1-20 are incorporated herein by reference.

22. MICHAEL GULISANO owed a duty to FWI to provide competent and diligent legal representation for FWI.

23. The duties owed by MICHAEL GULISANO include, but are not limited to:

- a) To timely and accurately file all necessary documents with the court upon the acceptance of the duty to do so.
- b) To timely communicate with FWI the status of the case and to answer any questions or address and concerns of FWI in a timely manner.
- c) To competently and timely advise FWI during the duration of the legal representation.
- d) To fully and promptly advise FWI of its obligation to provide all necessary documentation.

24. Through the conduct alleged in this Complaint, GULISANO breached his duty of both ordinary and exceptional care and diligence to FWI.

25. As a proximate cause of GULISANO breach, FWI has suffered injury and damages in the principal amount of \$38,234, plus interest, attorney fees and costs.

**THIRD CLAIM FOR RELIEF**  
**(Breach of Fiduciary Duty: MICHAEL GULISANO)**

26. The allegations in paragraphs 1-25 are incorporated herein by reference.

27. As legal counsel for FWI, MICHAEL GULISANO owed FWI an unqualified fiduciary duty of loyalty, due care and good faith. This duty required, at a minimum, that he (a) take all action legally necessary and appropriate to protect FWI's interest in the case numbered 14-cv-23208, (b) refrain from conduct that could expose FWI to unnecessary or unreasonable financial harm, and (c) act solely in FWI's best interests.

28. Throughout the subject case, MICHAEL GULISANO representation of FWI was tainted by misrepresentation, non-communication and untimeliness that prevented FWI from receiving the full benefit of zealous legal representation to which it was entitled.

29. Through the conduct alleged in this Complaint, MICHAEL GULISANO has breach his fiduciary duty to FWI, as a proximate result of which FWI has suffered injury and damages in the principal amount in excess of \$38,234, plus interest, attorney fees and costs.

30. If it is determined that the conduct of MICHAEL GULISANO is willful and malicious, or manifests a knowing and reckless indifference toward, and a disregard of FWI's rights, punitive damages in an amount equal to at least three hundred percent (300%) of FWI's proven compensatory damages should be awarded.

WHEREFORE, FWI demands (a) trial by jury, (b) judgement against MICHAEL GULISANO for compensatory damages in the principal amount in excess of \$38,234, punitive damages, interest, attorney fees, costs and (c) such further relief as this Court deems just.

DATED: \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Flava Works, Inc. and )  
Phillip Bleicher, )  
 )  
Plaintiffs, )  
 )  
 )  
v. )  
 )  
MATTHEW ZUKOWSKY )  
 )  
Defendants. )

Case No. \_\_\_\_\_

**COMPLAINT**

**JURY TRIAL DEMANDED  
CLAIM AMOUNT IN EXCESS  
OF \$75,000.00**

**COMPLAINT**

Plaintiffs, FLAVA WORKS, INC. (herein "FLAVA" or "FWI"), hereby complains against Defendant, MATTHEW ZUKOWSKY, (herein "ZUKOWSKY") and, demanding trial by jury, seeks relief as follows:

**COMPLAINT**

Plaintiffs, FLAVA WORKS, INC. (herein "FLAVA" or "FWI"), hereby complains against Defendant, MATTHEW ZUKOWSKY, (herein "ZUKOWSKY") and, demanding trial by jury, seeks relief as follows:

**NATURE OF CASE**

1. This is a legal malpractice case. Through this Complaint, FWI seeks to recover the more than \$38,000 of damages cause by Defendant's lack of representation. MATTHEW ZUKOWSKY's lawyering failures were both pervasive and egregious. He materially contributed to the court's order of judgment against FWI in case number 14-cv-23208 in the Southern District of Florida (herein "SDFL"), causing FWI to be liable for the judgment amount of \$38,234 and a

subsequent stay on FWI's subsequent case under 15-cv-20345. With its subsequent case stayed under 15-cv-20345, FWI has been unable to seek the redress from the court, continues to suffer financially in regards to FWI's damaged property and has incurred further costs and damages as a result of the Defendant's misrepresentation to which FWI detrimentally relied. MATTHEW ZUKOWSKY must be held accountable for the damages he caused.

**PARTIES**

2. FLAVA WORKS, INC. is an Illinois corporation that maintains its principal place of business in Chicago, Illinois. At all relevant times to this action, FWI was a Florida corporation that held its principal place of business in Chicago, Illinois. FWI operated as a production company which produced adult content and distributed its products through various distribution outlets.

3. ZUKOWSKY is an attorney, license to practice in law in Florida. At all times relevant, ZUKOWSKY, upon information and belief, engaged in the practice of law in Florida.

**JURISDICTION AND VENUE**

4. This court is vested with jurisdiction of this case pursuant to Fla. Stat. §48.193.

5. Venue is proper in this court pursuant to Fla Stat. §47.011.

**FACTS**

6. Opposing parties in case number 14-v-23208 (herein "subject case") file a motion in the previously closed case, causing FWI the need for legal representation in Florida.

7. FWI filed a motion for extension of time to respond to the opposing parties' motion due to the fact that FWI was pro se and could not proceed pro se under Florida laws.

8. FWI was granted the motion and continued to seek representation.

9. FWI placed an advertisement in the classifieds on Craigslist.com for a "Part Time Attorney Wanted for Copyright Infringement Cases" on or about February 2015.

10. ZUKOWSKY answered the advertisement by applying for the position on or about February 24, 2015. He was later retained by FWI on March 3, 2015.

11. ZUKOWSKY informed FWI that he was licensed in Florida and that he was licensed in the SDFL.

12. FWI informed ZUKOWSKY that it needed a document filed on or before March 4, 2015. ZUKOWSKY stated that he would be able to do so. On March 3, 2015, FWI forward the previously drafted document that needed to be filed in court by March 4, 2015 to ZUKOWSKY for review, signature and filing.

13. ZUKOWSKY did not inform FWI that he was not able to file though the SDFL electronic filing system.

14. ZUKOWSKY received an email on MARCH 5, 2015 that he was not registered to electronically file documents on the court's system.

15. ZUKOWSKY, by not looking further into the requirements of filing, failed to in timely manner receive the message. By failing to review the message in time, ZUKOWSKY was unable to file the document in the court, physically since the court had closed for the day by time the message was reviewed.

16. Therefore, ZUKOWSKY physically filed the documents on the following day, March 5, 2015.

17. After filing the documents, the court denied the motions due to the fact that certain criteria were not met.

18. Furthermore, ZUKOWSKY billed FWI for work not performed by ZUKOWSKY demanding payment of thereof.

19. ZUKOWSKY also failed to respond to emails from the opposing counsel regarding discovery issues on June 19, 2015 and July 23, 2015.

20. ZUKOWSKY also failed to file a motion to reconsider before the deadline date of July 14, 2015 in order to avoid the judgement entered against FWI in this matter.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract: MATTHEW ZUKOWSKY)**

21. The allegations in paragraphs 1-20 above are incorporated herein by reference.

22. ZUKOWSKY, upon accepting employment with FWI, and more specifically, the case in the subject case, created a contract with FWI to provide competent legal representation.

23. ZUKOWSKY, by creating a contract with FWI, owed a duty of competence and diligence to FWI. FWI detrimentally relied on the agreement between FWI and ZUKOWSKY and ZUKOWSKY was fully aware of FWI's reliance.

24. ZUKOWSKY, by failing to file all necessary documents in a timely manner, placing FWI in a sensitive place with this matter due to the status of the case at the time and the upcoming deadlines in the case, failed to fulfill that duty causing damages to FWI.

25. ZUKOWSKY, by failing to file his appearance and the forwarded documents needed to be filed in the subject case and failing to advise FWI that he was unable to file on the SDFL court's electronic filing systems in a timely manner, placed a hardship on FWI that left it liable on a judgement entered by the court.

26. Due to ZUKOWSKY's breach of contract with FWI, FWI incurred additional costs and attorney fees, including a judgment from the court in the amount in excess of \$38,234 for the opposing parties' attorney fees.

**SECOND CLAIM FOR RELIEF**  
**(Professional Negligence: MATTHEW ZUKOWSKY)**

27. The allegations on paragraphs 1-26 are incorporated herein by reference.

28. ZUKOWSKY owed a duty to FWI to provide competent and diligent legal representation for FWI.

29. The duties owed by ZUKOWSKY include, but are not limited to:

a) To timely and accurately file all necessary documents with the court upon the

acceptance of the duty to do so.

- b) To timely communicate with FWI the status of the case and to answer any questions or address and concerns of FWI in a timely manner.
- c) To competently and timely advise FWI during the duration of the legal representation.
- d) To fully and promptly advise FWI of its obligation to provide all necessary documentation.

30. Through the conduct alleged in this Complaint, ZUKOWSKY breached his duty of both ordinary and exceptional care and diligence to FWI.

31. As a proximate cause of ZUKOWSKY's breach, FWI has suffered injury and damages in the principal amount of \$38,234, plus interest, attorney fees and costs.

**THIRD CLAIM FOR RELIEF**

**(Breach of Fiduciary Duty: MATTHEW ZUKOWSKY)**

32. The allegations in paragraphs 1-31 are incorporated herein by reference.

33. As legal counsel for FWI, ZUKOWSKY owed FWI an unqualified fiduciary duty of loyalty, due care and good faith. This duty required, at a minimum, that he (a) take all action legally necessary and appropriate to protect FWI's interest in the case numbered 14-cv-23208, (b) refrain from conduct that could expose FWI to unnecessary or unreasonable financial harm, and (c) act solely in FWI's best interests.

34. Throughout the subject case, ZUKOWSKY's representation of FWI was tainted by misrepresentation, non-communication and untimeliness that prevented FWI from receiving the full benefit of zealous legal representation to which it was entitled.

35. Through the conduct alleged in this Complaint, ZUKOWSKY has breach his fiduciary duty to FWI, as a proximate result of which FWI has suffered injury and damages in the principal amount in excess of \$38,234, plus interest, attorney fees and costs.

36. If it is determined that the conduct of ZUKOWSKY is willful and malicious, or manifests a knowing and reckless indifference toward, and a disregard of FWI's rights, punitive damages in an amount equal to at least three hundred percent (300%) of FWI's proven compensatory damages should be awarded.

WHEREFORE, FWI demands (a) trial by jury, (b) judgement against URSULA ZUKOWSKY for compensatory damages in the principal amount in excess of \$38,234, punitive damages, interest, attorney fees, costs and (c) such further relief as this Court deems just.

DATED: \_\_\_\_\_