

AMY WEBER  
452-B North 8 Street  
Fairview, New Jersey 07022

Defendant in *Pro Se*

NEW JERSEY DIVISION OF YOUTH  
AND FAMILY SERVICES

Plaintiff

vs.

AMY WEBER AND KEITH YONOS,

Defendants

IN THE MATTER OF  
K.A.Y., a minor

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, FAMILY  
PART BERGEN COUNTY

DOCKET NUMBER: FN-02-267-11

CIVIL ACTION

DEFENDANT'S PRO SE RESPONSE  
TO COUNSEL'S NOTICE OF MOTION  
TO BE RELIEVED AS COUNSEL

VIA HAND DELIVERY, ELECTRONIC MAIL, OR FACSIMILE

Monique D'Errico, Deputy Attorney General  
Division of Law  
Gateway II, 8th Floor  
240 Frisch Court - 2nd Floor  
Newark, New Jersey 07102

Caryn Stalter, Law Guardian  
60 State Street  
Hackensack, NJ 07601

Mark McAuliffe  
McNerney & McAuliffe  
20 Court Street  
Hackensack, New Jersey 07601

Ira Kaplan  
190 Moore Street, Suite 430  
Hackensack, NJ 07601

SIR/MADAM:

**PLEASE TAKE NOTICE** that I am filing this response in pro  
se to oppose the motion of my attorney, Mark McAuliffe, to be  
relieved as my counsel.

**FILED**

**DEC 13 2012**

**FRANCES A. MCGROGAN, J.S.C.**

Specifically, I am requesting that the Superior Court of New Jersey, Chancery Division, Family Part, Bergen County, 10 Main Street, Hackensack, New Jersey, issue an Order as follows:

1. Denying the request of Mark McAuliffe, Esq., to withdraw from representation in accordance with New Jersey Court Rules of Professional Conduct, RPC 1.16 - Declining or Terminating Representation. Withdrawing from defendant's case at this stage cannot be accomplished without material adverse effect to defendant's interests.

2. Denying the request of Mark McAuliffe, Esq., to impose an attorney charging lien because Mr. McAuliffe has been adequately compensated for his legal services under his proposed flat fee arrangement and has provided an unsigned agreement to support his disputed fee claim.

3. Directing Mark McAuliffe, Esq., perform his ethical duty to zealously represent his client and carry out such representation with competence and diligence in accordance with New Jersey Court Rules of Professional Conduct, RPC 1.1 - Competence, RPC 1.3 - Diligence, and RPC 3.2 - Expediting Litigation. This includes directing Mr. McAuliffe to file all time-sensitive legal paperwork with the Court on his client's behalf.


4. Advising Mark McAuliffe, Esq., of his duty to maintain the confidential relationship with his client in


accordance with New Jersey Court Rules of Professional Conduct, RPC 1.6 - Confidentiality of Information.

5. For such other and further relief as the Court may deem equitable and just.

**PLEASE TAKE FURTHER NOTICE** that undersigned shall rely upon the Affidavit of Amy Weber, attached hereto.

**PLEASE TAKE FURTHER NOTICE** that a proposed form of ORDER is attached hereto.

By:   
Amy Weber  
Defendant in Pro Se

  
ENRIQUE SOTO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 12-12-2011

AMY WEBER  
452-B North 8 Street  
Fairview, New Jersey 07022

Defendant in *Pro Se*

NEW JERSEY DIVISION OF YOUTH  
AND FAMILY SERVICES

Plaintiff

vs.

AMY WEBER AND KEITH YONOS,

Defendants

IN THE MATTER OF  
K.A.Y., a minor

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, FAMILY  
PART BERGEN COUNTY

DOCKET NUMBER: FN-02-267-11

CIVIL ACTION

ORDER DENYING MOTION TO BE  
RELIEVED AS COUNSEL

**THIS MATTER** having come on to be heard on application of Mark P. McAuliffe, Esq., as attorney for Amy Weber, Defendant in the above-referenced matter, and the Court having had an opportunity to review the Motion to be Relieved as Counsel and Defendant's *Pro Se* Response to said motion, and the Court finding that good cause has been shown for the entry of this Order,

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_, 2012,

ORDERED as follows:

1. Motion of Mark McAuliffe, Esq., to be relieved as counsel is hereby DENIED.
2. Motion of Mark McAuliffe, Esq., to impose an attorney charging lien is hereby DENIED.
3. Mark McAuliffe, Esq., is hereby directed to perform his ethical duty to zealously advocate for his client, Amy

Weber, and carry out such representation with competence and diligence in accordance with the New Jersey Court Rules of Professional Conduct.

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J.S.C.

AMY WEBER  
452-B North 8 Street  
Fairview, New Jersey 07022

Defendant in *Pro Se*

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| NEW JERSEY DIVISION OF YOUTH<br>AND FAMILY SERVICES<br><br>Plaintiff<br><br>vs.<br><br>AMY WEBER AND KEITH YONOS,<br><br>Defendants<br><br>IN THE MATTER OF<br>K.A.Y., a minor | SUPERIOR COURT OF NEW JERSEY<br>CHANCERY DIVISION, FAMILY<br>PART BERGEN COUNTY<br><br>DOCKET NUMBER: FN-02-267-11<br><br>CIVIL ACTION<br><br>AFFIDAVIT OF<br>AMY WEBER |
|--|---|

I, AMY WEBER, of full age, do hereby certify and state:

1. I retained the services of attorney Mark McAuliffe, Esq., to represent me in matrimonial matters including child support, child custody, and the case brought against me by the State of New Jersey Division of Youth and Family Services. This representation commenced approximately in May of 2011.

2. Contrary to the assertion in Mr. McAuliffe's affidavit of November 16, 2012, I have carefully listened to the legal advice of Mr. McAuliffe. I am also aware that the New Jersey Court Rules of Professional Conduct (RPC 1.2) requires that an attorney shall abide by a client's decisions concerning the scope and objectives of representation, and shall consult with the client about the means to pursue them.

4. Mr. McAuliffe has provided an unsigned agreement to the Court and has suggested that it constitutes a formal

contract between us. I have no recollection of any signed agreement between me and Mr. McAuliffe, and the terms within his purported contract are not agreeable to me.

5. In October 2011, I conveyed to Mr. McAuliffe that I was experiencing considerable financial hardship because of the cost of his representation.

6. On October 25, 2011, I sent an email message to Mr. McAuliffe to ask how much more I should expect to pay for the completion of my case. He wrote back that it would cost "an additional \$10to \$20k." A copy of that email exchange is attached hereto as **Exhibit A**.

7. I relied on Mr. McAuliffe's cost ceiling in good faith. I borrowed money to pay him the additional \$10,000 to \$20,000 flat fee that he said would fulfill my financial obligation.

8. I have paid Mr. McAuliffe a significant amount to represent me. According to my records, I have paid Mr. McAuliffe more than \$50,000 for fees and expenses.

9. Contrary to Mr. McAuliffe's assertion, I have no desire to represent myself in Court unless there is no other alternative. I was born and primarily educated in another country and English is not my first language. I do not feel comfortable in this role, and I believe that the best representation for me is an attorney.

10. In Mr. McAuliffe's affidavit, he made an inappropriate claim that I may have a desire to engage in

unspecified conduct that is illegal, criminal, or fraudulent to justify is motion to be released from representation. I categorically deny any such allegation. I am firmly committed to following the law. Mr. McAuliffe is shown to me that he is primarily motivated by financial concerns, and this vague allegation is a pretext to withdraw for monetary reasons.

11. On November 16, 2012, Mr. McAuliffe made an oral request to the Court to withdraw as my attorney. After an objection was raised, Mr. McAuliffe requested an extension for court filings. He left the proceeding as my attorney of record.

12. Since the November 16, 2012 proceeding, the only work product I have seen from Mr. McAuliffe is a motion, affidavit, and proposed order to withdraw from my case.

13. Mr. McAuliff is the attorney of record on my case at the time of this filing. Although this court granted his motion for an extension of time for urgently needed, time sensitive filings, he has not complied with his own request that could cause extreme damage to my case. This alone puts me in a very uncomfortable position as I count on Mr. McAuliff to zealously represent me in these matters and delays cause harm to the mother-child relationship every day my innocent child is being denied his legal, moral and natural right to have a relationship with his mother, me.

14. Mr. McAuliffe is apparently ignoring his ethical duty to file the appropriate pleadings on my behalf with the



Court with the expectation that he will be withdrawing as my counsel retroactively. His inaction on pressing matters is having a devastating impact on my life.

15. I pray that the Court will see Mr. McAuliffe's motion for what it is, a transparent attempt to withdraw from a case when his client's savings have been exhausted. This is exactly why Section 1.16 of the Rules of Professional Conduct, Declining or Terminating Representation, was created. An attorney who has commenced representation of a client should not be able to leave that client for monetary reasons, especially when it cannot be accomplished without material adverse effect to the client's interests.

16. Immediately after the November 16, 2012, hearing in which Attorney McAuliff made his oral motion to stop representing me in this case, my son's father, Keith Yonos, brought his lawyer back into this case to unjustly attempt to have this court order sole custody of our son. Without adequate legal representation, I fear my son will be denied his legal, moral, and natural right to a relationship with his mother, me. This is an unjust penalty my son does not deserve because I do not have a legal education, and I have paid over \$50,000 to Mr. McAuliff to advocate on my behalf.

17. Bringing a new lawyer into this case would be very expensive even before the new attorney appeared in the courtroom. The time it would take for a new attorney to learn everything that has transpired is unimaginable and would be

unjust this far into the case. My child is counting on both of his parents to make good decisions for his future, and this case needs to be resolved to assure he has both parents in his life. I fear that a new lawyer would cost my child additional years of confusion that he is already living through and does not deserve.

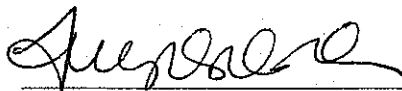
18. I am currently unemployed, and it is highly unlikely that I will be able to retain a new lawyer without income. I have been denied assistance from the Legal Aid Program, and I would be representing myself in this case. It is common knowledge that when lawyers becomes litigants, they generally have other lawyers defending them because emotional involvement in a case prevents adequate legal representation, even if that litigant has a law degree. This applies to non-lawyers as well. Not having a law degree makes this issue a nightmare that neither I, nor my child, deserve. Justice cannot be served if this court forces me to defend myself. Attorney McAuliff has been my lawyer, he knows my case, and it is vital to justice that he not be permitted to abandon my case at this juncture.

19. In addition to requesting that the court deny Mr. McAuliffe's motion to withdraw, I am asking this Court to direct him to zealously advocate on my behalf in accordance with the Rules of Professional Conduct. That includes adhering to RPC 1.1 -Competence, RPC 1.3 - Diligence, and RPC 3.2 - Expediting Litigation. This means Mr. McAuliffe should file


all necessary legal paperwork on my behalf including, but not limited to, filings relating to Mr. McAuliff's request for an extension of time to file, which was requested and granted on November 16, 2012. Justice delayed is justice denied. Justice to our son, our family, and justice in this case are dependent on the Court denying Mr. McAuliff's request to unjustly abandon this case and directing him to execute the job he has already accepted more than \$50,000 to do.

20. I am also requesting that the Court advise Mr. McAuliffe of his duty to maintain the confidential relationship with his client in accordance with RPC 1.6. Confidentiality of Information.

I hereby affirm and state that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willingly false, I am subject to punishment.

By:   
Amy Weber  
Defendant in Pro Se

Sworn and subscribed to  
Before me this 11 day of  
December, 2012.

  
ENRIQUE SOTO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 12-12-2012

From: Mark McAuliffe <mpmlaw@hotmail.com>  
To: amyweber333 <amyweber333@aol.com>  
Sent: Tue, Oct 25, 2011 10:42 am  
Subject: Re: Outstanding fees-\$19,487.67

You should anticipate an additional 10 to 20k.

Sent from my iPhone

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On Oct 25, 2011, at 8:55 AM, [amyweber333@aol.com](mailto:amyweber333@aol.com) wrote:

Yes. I would like to know how much more money to expect this will take to finish the case since I need to be prepared because I am borrowing money.  
Sent via BlackBerry by AT&T

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**From:** Mark McAuliffe <mpmlaw@hotmail.com>  
**Date:** Tue, 25 Oct 2011 08:37:58 -0400  
**To:** [amyweber333@aol.com](mailto:amyweber333@aol.com) <[amyweber333@aol.com](mailto:amyweber333@aol.com)>  
**Subject:** Re: Outstanding fees-\$19,487.67

Please call Karin to schedule a time to come in.

I would like the outstanding balance substantially reduced and ultimately eliminated.

Sent from my iPhone

**EXHIBIT A**