

IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA
CASE NO. 05-1847 CI-11 UCN# 522005CA001847XYCU

DAVID EVAN "VAN" WILLIAMS,

Plaintiff,

vs.

✓ JOHN HEINTZ AND
✓ COASTALDATA.NET, a Florida corporation,

Defendant.

FILED
ST. PETERSBURG BRANCH
05 MAR 14 PM 2:51
KEN BURKE
CLERK OF CIRCUIT COURT

COMPLAINT

COUNT I - WORTHLESS CHECK

Plaintiff, sues Defendants and states:

1. This is an action for damages in excess of \$15,000.
2. Defendant, JOHN HEINTZ, is a resident of Pinellas County, Florida.
3. Defendant, COASTALDATA.NET, a Florida corporation, has its primary place of business in Pinellas County, Florida.
4. On or about April 21, 2004, Defendants tendered check number 10061 in the face amount of Forty-Four Thousand Dollars \$44,000.00 to Plaintiff, a copy of which is attached hereto as Exhibit A.
5. Plaintiff attempted to negotiate the check, but same was returned due to insufficient funds.
6. Plaintiff gave Defendants the notice required by Florida law, but the check was not paid.
7. Defendants owe Plaintiff the sum of Forty-Four Thousand Dollars

KEN BURKE, CLERK OF THE COURT
PINELLAS COUNTY, FLORIDA (727) 582-7771
3/05/2005 05-14-2005 14:49:52 PGJ
52 005-0500184701 WILLIAMS DAVID EVA
SECTION 11
001309
UCN # = 522005CA001847XYCU
CIVIL FILING FEE \$255.00
TOTAL: \$255.00
CHECK # 10061 TENDERED: \$44,000.00
CHANGE: \$0.00

(\$44,000.00), together with five percent (5%) of the face value of the check, treble damages, prejudgment interest, costs and attorney's fees.

8. All conditions precedent to bringing this action have occurred or have been waived.

WHEREFORE Plaintiff demands judgment against Defendants, together with interest, costs, attorney's fees and treble damages.

COUNT II – PROMISSORY NOTE

9. Plaintiff realleges paragraphs 1 and 2 herein.

10. On January 30, 2004, Defendant, **JOHN HEINTZ**, executed and delivered a Promissory Note, a copy of which is attached hereto as Exhibit B to Plaintiff in Pinellas County, Florida.

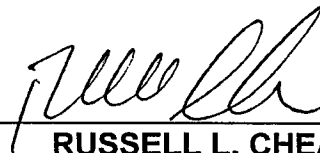
11. Plaintiff owns and hold said promissory note.

12. Defendant, **JOHN HEINTZ**, failed to pay said promissory note upon demand.

13. Defendant, **JOHN HEINTZ**, owes Plaintiff Forty-Thousand Dollars (\$40,000.00), which is due with interest on the note.

14. Plaintiff is obligated to pay his attorney a reasonable fee for services.

WHEREFORE, Plaintiff demands judgment for damages, including attorney's fees, against Defendant, **JOHN HEINTZ**.



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Attorney for Plaintiff

IN THE CIRCUIT COURT
OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

DAVID EVAN VAN WILLIAMS)
)
 Plaintiff,)
v.)
)
JOHN HEINTZ AND)
COASTALDATA LINK.NET)
)
 Defendants.)

Case No: 05-1847 CI-11

ANSWER OF DEFENDANTS
JOHN HEINTZ AND COASTALDATA LINK.NET

Come now the Defendants, JOHN HEINTZ and COASTALDATA LINK.NET and make the following Answer to the complaint against them

1. Admitted for jurisdictional purposes only.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Denied.
7. Denied.
8. Denied.
9. Defendants re-state and re-assert their responses to Paragraphs 1-2 above.
10. Admitted.
11. Admitted.

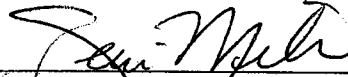
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CIVIL DIVISION DEPT.
2005 APR 19 AM 10:56
KEN BURKE
CLERK OF CIRCUIT COURT

12. Denied.

13. Denied.

14. Without knowledge and therefore denied.

Submitted by counsel this 18th day of April, 2005 by:



SERRI E. MILLER, FBN 0711179
J. CHRISTOPHER ROBBINS, FBN 581951
THE ROBBINS LAW FIRM, P.A.
2100 Dr. MLK Jr. Street North
Suite C
St. Petersburg, FL 33704
Tel: (727) 822-8696
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Promissory Note

On this date of 01/30/04, in return for valuable consideration received, the undersigned Borrower promises to pay to Van Williams, the "Lender", the sum of \$ 40,000.00 Dollars, together with interest thereon at the flat rate of 10%. This note supercedes and replaces any and all previous promissory note agreements between the Borrower and the Lender.

Payable On Demand: The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

Prepayment - This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

Default - In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

Modification - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Severability of Provisions - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Choice of Law - All terms and conditions of this Note shall be interpreted under the laws and jurisdiction of the State or Federal courts located in Pinellas County and the State of Florida.

Signed Under Penalty of Perjury, this 30 th day of January 2004,


John P. Heintz - Borrower


Van Williams - Lender

