

Filing # 48730523 E-Filed 11/10/2016 08:36:40 AM

**IN THE COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY FLORIDA**

DAVID A. STUDER,

Plaintiff,

vs.

CASE NO. 2016-_____

**GLEN NEWMAN individually and
DOING BUSINESS IN FLORIDA AS
BLACKHAT VAPOR and BLACKHAT
ELECTRONIC CIGARETTES AND
FICTITIOUS DEFENDANTS "A"
THROUGH "G", those persons,
corporations, other legal entities, and/or
successor-in-interest of any of those
entities described above whose wrongful
conduct caused or contributed to cause
the harms, injuries and damages to the
Plaintiff. The true identity and facts
giving rise to liability of the Fictitious
Defendants are unknown to Plaintiff at
this time but will be substituted by
amendment when ascertained,**

Defendants.

COMPLAINT

Plaintiff, **DAVID A. STUDER** (hereinafter "**PLAINTIFF**"), by and through undersigned counsel hereby sue Defendant, **GLEN NEWMAN**, individually doing business in Florida as **BLACKHAT VAPOR** and online as **BLACKHAT ELECTRONIC CIGARETTES** (hereinafter "**DEFENDANTS**") and state:

JURISDICTION AND VENUE

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000) exclusive of interest, costs and attorneys' fees.

2. At all times material hereto, PLAINTIFF has been a resident of Jacksonville, Duval County, Florida.

3. At all times material hereto, DEFENDANTS were and are Florida businesses owned and operated by GLEN NEWMAN with their principal place of business in Duval County at 1188 Edgewood Avenue South, Jacksonville, Florida 32205.

4. DEFENDANTS may be served at 1188 Edgewood Avenue South, Jacksonville, Florida 32205.

5. DEFENDANTS are in the business of selling e-cigarette vaporizers and e-cigarette component parts including but not limited to the Efest 18650 lithium-ion battery (hereinafter referred to as "subject battery") and the Efest SODA Dual Charger (hereinafter referred to as "subject charger") that are the subject of this lawsuit.

6. Fictitious Defendants "A" through "G" are those persons, corporations, other legal entities, and/or successor-in-interest of any of those entities described above whose wrongful conduct caused or contributed to cause the harms, injuries and damages to the Plaintiff. The true identity and facts giving rise to liability of the Fictitious Defendants are unknown to Plaintiff at this time but will be substituted by amendment when ascertained. Plaintiff is informed and believes, and thereon allege that each of the Defendants designated herein are negligently responsible and strictly liable in some manner for the events and happenings herein referred to, and caused injury and damages proximately thereby to the Plaintiff as herein alleged.

7. ShenZhen Fest Technology Co., ltd is the Chinese manufacturer of the subject battery and the subject charger.

8. **DEFENDANTS** submitted to the jurisdiction of this court by doing personally or through their agents the following acts;

- a. Committing a tortious act within this state by selling and delivering defective products to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. These defective products were used by consumers in Florida in the ordinary course of commerce and trade;
- b. Conducting and engaging in substantial business and other activities in Florida by selling products to persons, firms, or corporations in this state via its distributors, wholesalers, dealers, and brokers. Such products were used by consumers in Florida in the ordinary course of commerce and trade;
- c. The acts and omissions of **DEFENDANTS** caused injury to the **PLAINTIFF** while in Florida. At or about the time the **PLAINTIFF** was injured the **DEFENDANTS** engaged in solicitation activities in Florida to promote sale, consumption, use, maintenance, and/or repair of their products; and
- d. Selling products with knowledge or reason to foresee that these products would be shipped in interstate commerce and would reach the market of Florida users or consumers.

9. The incident giving rise to this complaint is the result of dangerous and/or defective products purchased in Jacksonville, Duval County, Florida, and therefore, venue is proper in Duval County.

BACKGROUND

10. **PLAINTIFF** went to **BLACKHAT VAPOR** located at 1188 Edgewood Avenue South, in Duval County, because the battery for his vaporizer kept dying.

11. Based upon a recommendation from **DEFENDANTS'** store employee, **PLAINTIFF** purchased the subject battery and the subject charger. (Exhibit A – Photograph Compilation of Bank Statements Reflecting Purchases Made by **PLAINTIFF** at “BLACK HAT ELECTRONIC CIGA JACKSONVILLE FL”).

12. **DEFENDANTS'** store employee sold the subject battery to **PLAINTIFF** without its original packaging, instructions, and warning labels; and **DEFENDANTS'** store employee did not provide **PLAINTIFF** with any instructions, cautions, or warnings.

13. **PLAINTIFF** began using the subject battery and the subject charger pursuant to their intended purposes.

14. On the evening of May 29, 2016, **PLAINTIFF** placed the subject battery in his pocket so that he would have an extra battery.

15. At approximately 8:30 p.m. **PLAINTIFF** was standing outside the restaurant when suddenly and without warning, the subject battery exploded in his shorts, catching them on fire. (Exhibit B – Photograph of Exploded subject battery).

16. As a direct and proximate result of the battery explosion and concurrent fire, **PLAINTIFF** suffered extensive injuries, including but not limited to second and

third degree burns on his thigh. (Exhibit C – Photograph compilation of Plaintiff's injuries).

17. **PLAINTIFF** was transported to Vanderbilt University Hospital in Nashville, Tennessee where he was treated for second and third degree burns.

18. As a result of the battery explosion and concurrent fire from the subject battery, **PLAINTIFF** sustained severe, permanent and life-altering injuries to his thigh.

COUNT I
STRICT LIABILITY AGAINST DEFENDANTS

19. All preceding paragraphs are incorporated by reference as if stated fully herein.

20. **DEFENDANTS** are engaged in the business of instructing, warning, and/or selling vaporizing products to the public, including selling the subject battery and the subject charger to **PLAINTIFF**.

21. **DEFENDANTS** placed the subject battery and the subject charger for sale in its store with knowledge that they would be used without inspecting for dangers or defects. **DEFENDANTS** knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.

22. The subject battery and the subject charger were defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by **DEFENDANTS** in the following ways:

- a. The subject battery failed to operate as an ordinary consumer would expect;
- b. The subject charger failed to operate as an ordinary consumer would expect;
- c. The subject battery was sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to heat and catch fire during normal and foreseeable conditions;
- d. The subject charger was sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger over charged the battery, creating an unreasonable propensity to cause the subject battery to heat and catch fire during normal and foreseeable conditions;
- e. The subject battery was sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- f. The subject charger was sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger over charged the battery, creating an unreasonable propensity to cause the subject battery to heat and catch fire during normal and foreseeable conditions;
- g. The subject battery was defective in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;

- h. The subject charger defective in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- i. The subject battery was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein; and
- j. The subject charger was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.

23. At the time of the subject incident, the subject battery and the subject charger were in substantially the same condition as when sold and distributed by **DEFENDANTS**.

24. For the reasons set forth above, the subject battery and the subject charger were unreasonably dangerous to foreseeable users including **PLAINTIFF**.

25. As a direct and proximate result of the foregoing negligence of **DEFENDANTS**, **PLAINTIFF** sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experienced in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, PLAINTIFF demands judgment against the **DEFENDANTS** for damages, costs, interest, and other such relief this Court deems just.

COUNT II
NEGLIGENCE AGAINST DEFENDANTS

26. All preceding paragraphs are incorporated by reference as if stated fully herein.

27. **DEFENDANTS** knew or in the exercise of due care should have known that the subject battery and the subject charger would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including **PLAINTIFF**. **DEFENDANTS** were under a duty to properly and adequately instruct, warn, and/or sell the subject battery and the subject charger in a reasonably safe condition as not to present a danger to members of the general public who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including **PLAINTIFF**.

28. **DEFENDANTS** breached the duty owed to **PLAINTIFF** by negligently instructing, warning, and/or selling the subject battery and the subject charger when it was not in a reasonably safe condition for its foreseeable use, as follows:

- a. Failing to instruct, warn, and/or sell the subject battery in such a condition so that it would operate safely as a reasonable consumer would expect;
- b. Failing to instruct, warn, and/or sell the subject charger in such a condition so that it would operate safely as a reasonable consumer would expect;
- c. Failing to instruct, warn, and/or sell the subject battery in such a manner that it would not spontaneously explode;

- d. Failing to instruct, warn, and/or sell the subject charger in such a manner that it would not over charge the battery;
- e. Failing to instruct, warn, and/or sell the subject battery in such a manner that it would not spontaneously heat and catch fire;
- f. Failing to instruct, warn, and/or sell the subject charger in such a manner that it would not over charge the battery;
- g. Failing to provide reasonable and adequate warnings to the purchasers and users of the subject battery to alert users of the dangerous conditions described herein;
- h. Failing to provide reasonable and adequate warnings to the purchasers and users of the subject charger to alert users about the dangerous conditions described herein; and
- i. Negligently providing incorrect recommendations and advice to **PLAINTIFF** regarding the combination of the various e-cigarette component parts and their use.

29. The negligence described above directly and proximately caused the incident and injuries sustained by **PLAINTIFF** in that it directly and in natural continuous sequence, produced or substantially contributed to his injuries.

30. As a direct and proximate result of the foregoing negligence of **DEFENDANTS**, **PLAINTIFF** sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and

treatment in the past and to be experienced in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, PLAINTIFF demands judgment against **DEFENDANTS** for damages, costs, interest, and such other relief as this Court deems just.

COUNT III
DEFENDANT'S VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT

31. All preceding paragraphs are incorporated by reference as if stated fully herein.

32. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...." Fla. Stat. § 501.204(1). **DEFENDANTS** participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.

33. **DEFENDANTS** engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective and/or deceptive batteries and chargers in violation of The Florida Deceptive and Unfair Trade Practices Act.

34. **DEFENDANTS'** misrepresentations and omissions regarding the purported safety and reliability of the defective and/or deceptive subject battery and subject charger were likely to deceive a reasonable purchaser, such as the **PLAINTIFF**, and the information would have been material to a reasonable purchaser.

35. **DEFENDANTS** engaged in these fraudulent and deceptive trade practices in furtherance of its business.

36. Had **PLAINTIFF** known that the subject battery and subject charger posed a significant safety and life-threatening defect, he would not have purchased them.

37. As a direct and proximate cause result of **DEFENDANTS'** violations of the FDUPTA, **PLAINTIFF** suffered actual damages.

38. **DEFENDANTS'** conduct constitutes unconscionable acts or practices, and unfair or deceptive practices in violation of Fla. Stat. § 501.204(1), and this Court should award **PLAINTIFF** his costs and attorneys' fees pursuant to Fla. Stat. § 501.2105.

WHEREFORE, PLAINTIFF demands judgment against **DEFENDANTS** for damages, costs, interest and attorneys' fees pursuant to Fla. Stat. § 501.2105, and for such other and further relief as this Court deems just and proper.

JURY DEMAND

PLAINTIFF hereby demands a jury trial on all issues so triable.

RESPECTFULLY submitted this 10th day of November, 2016.



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Attorneys for Plaintiff

EXHIBIT "A"



P.O. BOX 15123
WILMINGTON, DE
19860-5123

Payment Due Date: 12/24/15
New Balance: \$1,775.62
Minimum Payment: \$25.00

0628 863 2 32113 0
JENNIFER STUDER
1348 LONG CYPRESS TRL
JACKSONVILLE FL 32223-8077

\$ _____ Amount Enclosed
Make your check payable to Chase Card Services

CARDMEMBER SERVICE
PO BOX 15163
WILMINGTON DE 19860-5163



Manage your account online:
www.chase.com/freedom

Customer Service:
1-800-634-3680

Mobile: Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Previous Balance	\$1,521.58
Payment, Credits	-\$1,582.84
Purchases	-\$1,777.09
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,775.62
Opening/Closing Date	10/28/15 - 11/27/15
Credit Access Line	\$8,500
Available Credit	\$7,724
Cash Access Line	\$1,500
Available for Cash	\$1,500
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

PAYMENT INFORMATION

New Balance	\$1,775.62
Payment Due Date	12/24/15
Minimum Payment Due	\$25.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$25.00.
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using the card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 years	\$3,544
\$54	3 years	\$2,315 (Savings=\$1,229)

If you would like information about credit counseling services, call 1-866-787-8885.

CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	24,294	Redeeming your points for Cash Back awards is easy! For example, 2,000 points = \$20 Cash Back rewards. To review your award options visit chase.com/freedom
+ 1% (1 Pt/\$1) earned on all purchases	1,778	
+ 1% (1 Pt/\$1) on Ultimate Rewards travel	0	
- Points redeemed this statement period	24,294	
= Total points available for redemption	1,778	

You always earn unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter. You'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 in combined bonus category purchases each quarter. Activate for free at chase.com/freedom, visit a Chase branch or call the number on the back of your card.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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EXHIBIT "A" CONTINUED



Manage your account online
bit.chase.com/tracklog

Customer Service
 1-800-626-0800

Mobile: Visit chase.com
 on your mobile browser

ACCOUNT ACTIVITY

(CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/07	SNAPFISH 630-834-6200 MD	26.00
11/08	WALGREENS #7667 JACKSONVILLE FL	29.20
11/08	JULINGTON CREEK FISH CAMP JACKSONVILLE FL	11.36
11/08	PUBLIX #1022 JACKSONVILLE FL	92.21
11/09	ACADEMY COM 281-646-6800 TX	73.90
11/11	HAGAN ACE HARDWARE JACKSONVILLE FL	47.28
11/12	GATE 1209 QAO JACKSONVILLE FL	86.04
11/12	HOBBY LOBBY #370 JACKSONVILLE FL	30.94
11/14	PUBLIX #1622 JACKSONVILLE FL	234.43
11/13	HAWKERS ASIAN STREET FARE JACKSONVILLE FL	33.63
11/16	PUBLIX #718 JACKSONVILLE FL	79.90
11/19	BPC ONLINE PAYMENTS 804-262-1039 FL	154.87
11/20	PUBLIX #716 JACKSONVILLE FL	29.41
11/21	GYMBOREE.COM 600-418-278-7172 CA	58.61
11/23	PUBLIX #716 JACKSONVILLE FL	86.85
11/24	MELLOWBUSHHROOF/JACKVILL 904-358-0200 FL	54.51
11/23	J ALEXANDERS 60050336 JACKSONVILLE FL	27.46
11/25	DAVES MUSIC AND GRILL JACKSONVILLE FL	16.61
11/24	MILLERS ALE HOUSE #37 JACKSONVILLE FL	22.21
11/24	MILLERS ALE HOUSE #37 JACKSONVILLE FL	14.04
11/25	PUBLIX #1022 JACKSONVILLE FL	67.70
11/25	BLACKHAT ELECTRONIC CIGA JACKSONVILLE FL	77.43

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
01/22	Payment Thank You BB Pay Service	-2,601.38
PURCHASES		
12/27	Scarlett OHaras SAINT AUGUSTI FL	20.23
12/26	ICE PLANT BAR AND BOTTLE SAINT AUGUSTI FL	41.98
12/27	DENNY'S #7047 ST AUGUSTINE FL	12.17
12/28	TINI MARTINI BAR ST AUGUSTINE FL	67.17
12/27	MEEHAN'S IRISH PUB SAINT AUGUSTI FL	26.26
12/27	JULINGTON CREEK FISH CAMP JACKSONVILLE FL	18.91
12/29	CHICAGO PIZZA 2 INDEPENDENT FL	37.10
12/30	PARTY CITY 800-727-8824 IL	59.75
12/30	MCDONALD'S F2484 JACKSONVILLE FL	6.13
12/30	BLACKHAT ELECTRONIC CIGA JACKSONVILLE FL	104.80
12/30	PUBLIX #1022 JACKSONVILLE FL	69.05
12/31	BOWL AMERICA MN JACKSONVILLE FL	4.35

EXHIBIT 'A' CONTINUED

CHASE Freedom   

Date of Transaction	Account Activity	Amount
03/31	SON, AUSTIN IN BJ JACKSONVILLE	10.00
04/01	ACT OF DANCE SCHOOL, JACKSONVILLE FL	10.00
04/05	FLORIDA STATE UNIVERSITY	28.71
04/08	WALGREENS STORE, JACKSONVILLE FL	44.88
04/04	NOV/17/1 EXPRESS DISCOUNT JACKSONVILLE FL	23.88
04/06	BOOKSTORE, SEVENTH GRADE FL	16.12
04/07	THIN PIZZA OF 10TH GR. ORLANDO FL	38.88
04/07	THIN PIZZA OF 10TH GR. ORLANDO FL	14.39
04/07	FLORIDA STATE UNIVERSITY	58.04
04/07	AUTOMATED TELLER SERVICE, ANDY CUMMINS WAY	28.00
04/07	THIN PIZZA OF 10TH GR. ORLANDO FL	46.02
04/07	WALGREENS STORE, JACKSONVILLE FL	42.50
04/08	WALGREENS STORE, JACKSONVILLE FL	44.81
04/08	STELLA'S RESTAURANT, JACKSONVILLE FL	44.74
04/08	WALGREENS STORE, JACKSONVILLE FL	44.26
04/08	PRINTER, 11001 WOODRIDGE, JACKSONVILLE FL	41.86
04/08	QUANTRON EXPRESS, WEST JACKSONVILLE FL	1.88
04/08	CHICKEN A WALK, JACKSONVILLE FL	34.78
04/08	QUANTRON EXPRESS, THE JACKSONVILLE FL	51.75
04/08	QUANTRON EXPRESS, THE JACKSONVILLE FL	10.75
04/08	SO. BORN OF A BROTHER, JACKSONVILLE FL	21.00
04/08	FLORIDA STATE UNIVERSITY	42.54
04/08	FLORIDA STATE UNIVERSITY	35.11
04/08	BOOKSTORE, OFFICE, JACKSONVILLE FL	50.00
04/08	TOTAL WINDING SERVICE BY JACKSONVILLE FL	7.28
04/08	BOOKSTORE, OFFICE, JACKSONVILLE FL	22.85
04/08	FLORIDA STATE UNIVERSITY	7.48
04/08	FLORIDA STATE UNIVERSITY	24.44
04/08	FLORIDA STATE UNIVERSITY	21.26
04/08	FLORIDA STATE UNIVERSITY	50.00
04/08	FLORIDA STATE UNIVERSITY	157.00
04/08	FLORIDA STATE UNIVERSITY	54.85
04/08	FLORIDA STATE UNIVERSITY	18.80
04/08	FLORIDA STATE UNIVERSITY	14.80
04/08	FLORIDA STATE UNIVERSITY	4.75
04/08	FLORIDA STATE UNIVERSITY	384.00
04/08	FLORIDA STATE UNIVERSITY	17.00

EXHIBIT "A" CONTINUED



Manage your account online:
www.chase.com/freedom



Customer Service:
 1-800-524-3630



Mobile: Visit chase.com
 on your mobile browser

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/07	RIVERSIDE OFFICE JACKSONVILLE FL	30.00
02/06	SOUTHSIDE OFFICE JACKSONVILLE FL	30.00
02/10	FOUNTAIN FAMILY MEDICI JACKSONVILLE FL	45.37
02/10	PUBLIX #1022 JACKSONVILLE FL	58.04
02/10	BRIGHTON SKI RESORT RETAI BRIGHTON UT	67.00
02/10	BRIGHTON SKI RESORT RETAI BRIGHTON UT	61.81
02/11	THE ELEMENTS OF THERAPY JACKSONVILLE FL	90.00
02/11	BRIGHTON SKI RESORT RETAI BRIGHTON UT	67.00
02/13	AVIS RENT-A-CAR 1 SALT LAKE CIT UT	984.90
02/12	WINN-DIXIE #0141 JACKSONVILLE FL	41.63
02/12	WINN-DIXIE-LIQUOR #0143 JACKSONVILLE FL	22.42
02/15	PUBLIX #1022 JACKSONVILLE FL	85.02
02/16	WM SUPERCENTER #1082 JACKSONVILLE FL	27.33
02/17	DAVES MUSIC AND GRILL JACKSONVILLE FL	10.00
02/17	TASTE OF THAI JACKSONVILLE FL	11.58
02/17	MILLERS ALE HOUSE #9 JACKSONVILLE FL	10.03
02/18	SBP*NeuroDx 904-7375792 FL	45.00
02/18	PUBLIX #1022 JACKSONVILLE FL	122.33
02/18	SHELL OIL 50843800362 JACKSONVILLE FL	29.82
02/21	APL* ITUNES.COMBILL 855-712-7753 CA	.99
02/20	SALT LIFE FOOD SHACK SAINT AUGUSTI FL	76.40
02/21	PUBLIX #716 JACKSONVILLE FL	16.27
02/22	THE UPS STORE #2383 JACKSONVILLE FL	14.96
02/24	PUBLIX #1022 JACKSONVILLE FL	28.20
02/24	PUBLIX #1022 JACKSONVILLE FL	60.80
02/23	Hewlett-Packard - Jacksonville Jacksonville FL	25.68
02/23	FIVE POINTS DENTAL JACKSONVILLE FL	120.00
02/24	TARGET 00013003 JACKSONVILLE FL	157.25
02/26	1418 GREAT CLIPS MANDARIN JACKSONVILLE FL	19.00
02/25	PUBLIX #593 JACKSONVILLE FL	39.49
02/24	BLACKHAT ELECTRONIC CIGA JACKSONVILLE FL	86.50
02/25	WINN-DIXIE-LIQUOR #0143 JACKSONVILLE FL	43.29

EXHIBIT "B"

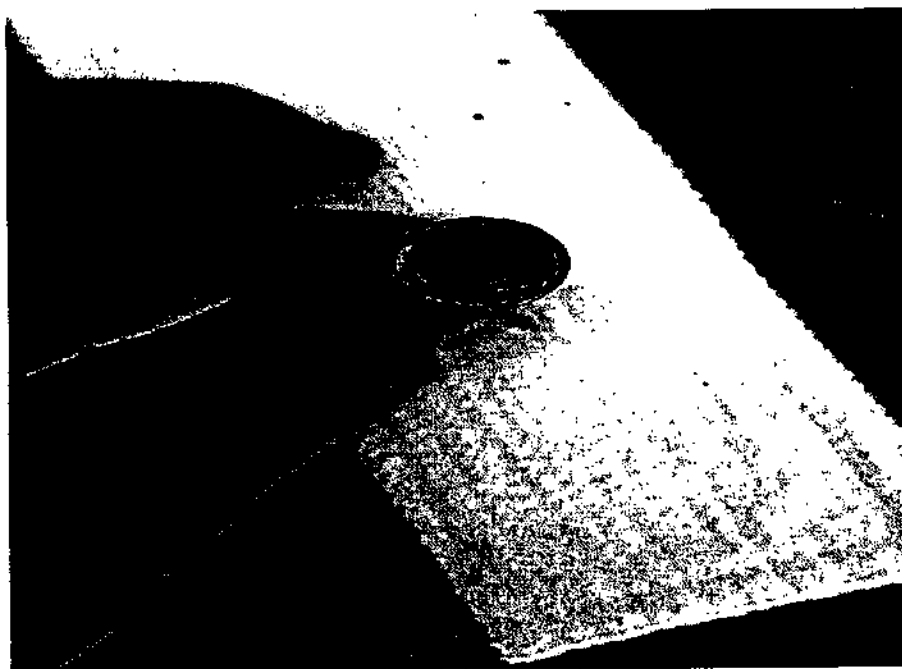


EXHIBIT "C"

