at the car show and to its radio listening audience.

19. The Defendant's statements over the airways advertising its car show and drawings were specificially intended to induce the Plaintiff to attend the event, spend money at the participating stores, and participate in the drawings. The Plaintiff justifiably relied on the Defendant's inducements, attended the car show and won the drawings.

20. The Defendant failed to award the prizes offered and announced as won by the Plaintiff.

21. The Plaintiff has been damaged in an amount in excess of $3,000.00.

22. The Plaintiff has had to hire the undersigned attorneys and has agreed to pay them their reasonable fees for bringing and maintaining this action.

WHEREFORE, Plaintiff demands compensatory damages in excess of $3,000.00, punitive damages in excess of $5,000.00, reasonable attorneys fees, and costs of suit herein.

INGALSBE, McMANUS, WIITALA & CONTOLE, P.A.

By: _____

J. Terence McManus
Post Office Box 14125
North Palm Beach, FL 33408
(305) 627-1180

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. (See instructions on the reverse of the form.)

CL 87 3130 K

I. CASE STYLE

(Name of Court) Circuit

Plaintiff Keith Koemm

Case #:

Judge:

vs

Defendant U. S. Three Broadcasting Corp., a Florida corporation

II. TYPE OF CASE (Place an x in one box only. If the case fits more than one type of case, select the most definitive.)

Domestic Relations	Torts	Other Civil
☐ Simplified dissolution ☐ Dissolution ☐ Support — IV-D ☐ Support — Non IV-D ☐ URESA — IV-D ☐ Domestic violence ☐ Other domestic relations	☐ Professional Malpractice ☐ Products liability ☐ Auto negligence ☐ Other negligence	☒ Contracts ☐ Condominium ☐ Real property/ Mortgage foreclosure ☐ Eminent domain ☐ Other

III. Is Jury Trial Demanded In Complaint?

☐ Yes

☒ No

DATE 3/30/87 SIGNATURE OF ATTORNEY FOR PARTY INITIATING ACTION Plaintiff

J. Terence McManus

CIVIL ACTION SUMMONS

IN CIRCUIT COURT FIFTEENTH JUDICIAL
CIRCUIT OF FLORIDA.
PALM BEACH COUNTY, FLORIDA

KEITH KOEMM

Plaintiff,

vs.

U. S. THREE BROADCASTING
CORP., a Florida corporation

Defendant

CIVIL ACTION No. CL 87 3130 A H

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant:

U. S. Three Broadcasting Corp., a Florida Corporation, by serving its Registered Agent

Robert B. Taylor
500 North Delaware Blvd.
Jupiter, FL 33458

Each defendant is hereby required to serve written defenses to said complaint or petition on

J. Terence McManus, Esquire

Plaintiff's attorney, whose address is:
818 U. S. Highway One
P. O. Box 14125
North Palm Beach, FL 33408

within 20 days after service of this summons upon you, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on Plaintiff's attorney or immediately thereafter. If you fail to do so, a default will be entered against you for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court this ..... day of APR 02 1987, 19.....

JOHN B. DUNKLE
as Clerk of said Circuit Court.

(CIRCUIT COURT SEAL)

By Kimberly Stearns
Deputy Clerk

3

bpl

Plaintiff Keith Koemm

Court Circuit
Case # CL-87-3130-AH
Palm Beach

Defendant U S Three, etc

Attorney Ingalsbe McManus
P O Box 14125
North Palm Beach FL 33408

Type of Writ SUMMONS & copy & copy complaint

Serve U.S. THREE BROADCASTING CORP.,
A Florida Corporation

Cost
Service $ 12.00
Check 0385
pd

Address 500 No Delaware Blvd
Jupiter FL 33458

Received this writ on the 6 Day of April A.D. 1987 and served the same on the within named _____ Corporation _____ Party _____ Garnishee _____ Defendant _____ Witness at _____ M on the _____ day of _____ A.D., 19_____ in Palm Beach County, Florida.

☐ INDIVIDUAL
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading.

☐ SUBSTITUTE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading by leaving the copies at (his/her) usual place of abode with any person residing therein above the age of 15 years, to wit:

_____
(Name and Relationship) and informing the person of the contents thereof (as defined in F.S. 48.031 (1).)

☐ CORPORATE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading to _____ as _____ of said corporation: in the absence of the President, Vice President, Cashier, Treasurer, Secretary, General Manager, Director, Resident Agent or any officers. (as defined in F.S. 48.081)

☐ WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me.

☐ SUBSTITUTE WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me at (his/her) usual place of abode, with any person residing therein above the age of 15 years, to wit: _____ and informing the person of the contents thereof. (Name and Relationship) (as defined in F.S. 48.031 (2).)

☐ POSTING
By posting on the premises located at _____
a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of Pleadings attached as the above named tenant was not available for personal service.

☒ MISCELLANEOUS
Evidently the business location for the radio station is not currently occupied. The local phone number is forwarded to a long distance number, attorneys office advised.

RICHARD P. WILLE, SHERIFF OF PALM BEACH COUNTY, FLORIDA

By _____
Deputy Sheriff

UNEXECUTED

Note: Only that service indicated by the X is Applicable to this return - all other portions should not be considered.

Form 1.998

Final Disposition Form

This form is required for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. (See instruction on the reverse of the form.)

I. CASE STYLE (Name of Court) FIFTEENTH JUDICIAL CIRCUIT

Plaintiff KEITH KOEMM

Case #: CL87-3130 AH

Judge: R.I. WENNET

vs

Defendant U.S. THREE BROADCASTING CORP. etc.

II. MEANS OF FINAL DISPOSITION (Place an "x" in one box only)

- ☐ Dismissed Before Hearing
- ☐ Dismissed After Hearing
- ☐ Disposed by Default
- ☐ Disposed by Judge
- ☐ Disposed by Non-Jury Trial
- ☐ Disposed by Jury Trial
- ☐ Other

DATE June 24 1988

SIGNATURE OF ATTORNEY FOR PREVAILING PARTY

DISMISSED FOR LACK OF PROSECUTION

5

MAR 13 1987

Radio contest prizes in dispute as man sues Jupiter station

SUN SENTINEL

By DAVID GIBSON
Staff Writer

James Tucker thought he had something for nothing.

So far, he's only half right.

He's got the nothing.

Tucker filed suit on Thursday against U.S. Three Broadcasting Corp., owners of Jupiter radio station WKSY 97FM, claiming the station reneged on promises to deliver $12,000 in prizes Tucker claims he won in promotional contests offered by the station last fall.

Tucker claims he won a drawing for a $9,000 vacation for two to Hawaii at a "Mid-Week Attitude Adjustment" party sponsored by the station at Parker's Lighthouse Restaurant in Palm Beach Gardens on Oct. 22.

He claims he also won a $3,000 trip to the Bahamas at a similiar drawing held by the station at Bristol's Restaurant in Riviera Beach on Nov. 26.

So far, the station has failed to deliver the prizes, Tucker claims in the suit, which was filed in Palm Beach County Circuit Court.

Tucker's attorney, Terence McManus of North Palm Beach, said the station has so far failed to answer Tucker's demands for the prizes.

Asked how Tucker managed to win two random drawings, McManus said, "I guess he got lucky. Or unlucky."

Andy Hodges, a disc jockey with the station, said on Thursday that several prizes offered in the promotion, including other trips, have been awarded to the winners.

"From what I understand, there was a man working here who was giving away prizes he didn't have," Hodges said.

"We have nothing in writing [for Tucker]. We can't find his name on the list," Hodges said.

Jupiter woman suing radio station over trip

APR 9 1987

Sandy Mattingly filed suit Wednesday against Jupiter radio station WKSY, saying she won an "[illegible], five-day, paid vacation for two to Acapulco" but never received it.

Mattingly of Jupiter said in her suit that she won the trip in November while attending a WKSY-sponsored car show at the Jupiter Mall.

She filed suit in Palm Beach County Circuit Court against U.S. Three Broadcasting Corp., owner of WKSY, charging the station with breach of contract and fraud.

A similar suit against the station was filed April 3 by Keith Koenn, another winner at the Jupiter Mall show.

C

CA - 126

Assigned
NRN - File

PUB. #
R.A. Favorable +
R.A. Unfavorable -

Reassign

WKSY
AM FM

NOTE

HA
TRI

Sound.

Reed would say only that governor's statement "will aff... all the lakes in Florida and especially our lake." He added that the ... and officia...

The announcement will be mad... a news conference when th... returns to the airport 11:30 a.m.

Jupiter woman suing radio station over tri

Candy Mattingly filed suit Wednesday against Jupiter radio station WKSY, saying she won an "all-expense, five-day, paid vacation for two to Acapulco" but never received it.

Mattingly of Jupiter said in her suit that she won the trip in November while attending a WKSY-sponsored car show at the Jupiter Mall.

She filed suit in Palm Beach County Circuit Court against U.S. Thr... Broadcasting Corp., owner ... WKSY, charging the station wi... breach of contract and fraud.

A similar suit against the statio... was filed April 3 by Keith Koemn... another winner at the Jupiter Ma... show.

BOCA RATON

Program to educate children about drugs

A new drug education ... press conference at the Tow... to help children ... mall.

CA - 126

7-1-87

DEAR FCC

WKSY JUPITER, FLORIDA
NEEDS TO BE INVESTIGATED
HAVE THEY YOUR PERMISSION
TO BE OFF THE AIR?
THEY JUST SIGNED OFF
+ HAVE LEFT US LOCAL
PEOPLE WITHOUT LOCAL
RADIO SERVICE.
ALSO SEE HOW THEY
CHEAT!

DON WARREN
JUPITER

STATEMENT

The following statement is provided to the Commission as a response to the questions raised concerning the bona fides of U.S. Three Broadcasting Corporation's (U.S. Three) counterproposal to assign FM Channel 288A to White City, Florida. This statement addresses the "reply comments" of Kenneth Dawson by his attorney, Piper & Marbury, and of Stephen Rowland by his attorney, Pepper & Corazzini, both dated October 21, 1988.

A) Kenneth Dawson

The primary purpose of Dawson's comments appears to be to put forth the argument that Channel 288A should be allotted to Jupiter, Florida as its second FM service because the licensee of the first FM, U.S. Three, has not provided Jupiter with "a reliable FM facility." In fact, U.S. Three has been the licensee of WKSY (FM) since April 1979. Since then, U.S. Three has used WKSY to provide superior service to the people of Jupiter. Since acquiring WKSY, U.S. Three has been ordered by the Commission to operate the station on three different channels during the past nine years...first 244A, then 296A, and finally in 1988 the Commission instructed U.S. Three to operate WKSY on Channel 258A. In a timely manner, U.S. Three filed Form 301 with a $500.00 filing fee on May 2, 1988. When it was returned with a minor tenderability defect, U.S. Three promptly filed a second Form 301 with a second $500.00 filing fee on August 31, 1988.

Statement continued

On November 15, 1988, the Commission issued a Construction Permit to U.S. Three authorizing replacement of the WKSY (FM) transmitting antenna. Upon completion of the technical requirements of the Commission, both Jupiter stations, WKSY (FM) and WTRU (AM) are expected to promptly return to the air.

The balance of the material presented in Dawson's reply comments does not appear to address the issue at hand here, the White City, Florida counterproposal. Instead, Dawson has chosen to use his comments as a forum to direct allegations at U.S. Three. For example, Dawson states that the "equipment and...building were allowed to become a shambles." This is untrue; U.S. Three has maintained both. Dawson's allegation regarding prizes to listeners also is wrong. The cases cited by Dawson were both filed at about the same time by the same attorney and were subsequently dismissed. Dawson does not have access to the facts in these cases. U.S. Three handled this matter in a very fair and forthright manner with the parties concerned and was never charged with any wrong-doing, let alone being found guilty of anything as Dawson implies.

B) Stephen Rowland

The reply comments put forth by Stephen Rowland suggest that "U.S. Three would have to divest its Jupiter facility in order to apply at White City." Rowland is simply wrong. First, the communities of White

Statement continued

City and Jupiter are 35 miles apart, not 30 miles as Rowland alleges. Secondly, the Class A facilities at Jupiter and White City will be far enough apart that the 1mv/m contours of these two stations will not overlap, and thus the Commission's rules in this regard will be met in the event that U.S. Three or it's principal were to become licensee of both stations simultaneously. In addition, the Commission recently relaxed its FM duopoly rule to permit common ownership of two FM stations so long as their 3.16 mv/m contours do not overlap. The proposed White City station and WKSY (FM) easily meet this standard as well.

In conclusion, if the FCC allots Channel 288A to White City, Florida, as we are proposing, U.S. Three again states its intention to apply for a construction permit for a new station to operate on that channel and, if authorized, promptly to construct the proposed station.

Respectfully submitted,

Robert B. Taylor, President
U.S. Three Broadcasting Corporation

Dated: November 30, 1988

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

JAMES TUCKER,

Plaintiff,

vs.

U.S. THREE BROADCASTING
CORP., a Florida corporation,

Defendant,

CASE NO. CL 87-2174-AO
Florida Bar No. 267856

COMPLAINT

GENERAL ALLEGATIONS

COMES NOW, the Plaintiff, JAMES TUCKER, by and through his undersigned attorneys and sues the Defendant, U.S. THREE BROADCASTING CORP. and alleges:

1. This is an action for damages in excess of $5,000.00.

2. The Plaintiff is sui juris and a resident of Palm Beach County, Florida. All acts complained of herein took place in Palm Beach County, Florida.

3. The Defendant, U.S. THREE BROADCASTING CORP. is a Florida corporation in good standing which owns and operates WKSY 97 FM, a radio station in Jupiter, Florida.

COUNT I

BREACH OF CONTRACT

4. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

5. In October and November of 1986 the Defendant, U.S. THREE BROADCASTING CORP., through its radio station, advertised and conducted a series of "Mid-week Attitude Adjustment Parties" at various restaurants in Palm Beach County, Florida. The parties were advertised as including drawings for prizes. The prizes were advertised as including all expense paid vacations.

6. In response to and in reliance upon the Defendant's advertisements and promises of drawings for prizes the Plaintiff, JAMES TUCKER, attended a Mid-week Attitude Adjustment Party sponsored by the Defendant at Parker's Lighthouse Restaurant on October 22, 1986. The Plaintiff participated in the drawing. He was informed and it was broadcasted to the crowd and over the radio station that the Plaintiff had won a "all expense, five day, paid vacation for two to Hawaii". The declared value of the trip was $9,000.00.

7. On November 26, 1986 the Plaintiff in response to and in reliance upon the Defendant's advertisements and promises of drawings for prizes, attended another Mid-week Attitude Adjustment party held and sponsored by the Defendant at Bristol's Restaurant on Singer Island in Palm Beach County, Florida. The Plaintiff again, participated in a drawing and was announced as a winner of an all expense paid vacation for two to the Bahamas (declared value $3,000.00).

8. Plaintiff has made repeated demands upon the Defendant for his trips, however, the Defendant has refused and continues to refuse to provide or pay for same.

9. The Plaintiff has suffered damages in the amount of $12,000.00 as a direct result of Defendant's breach of the parties agreement.

WHEREFORE, Plaintiff demands judgment for the sum of $12,000.00, together with cost of suit.

COUNT II

FRAUD

10. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

11. In October and November of 1986 the Defendant, through its agents and employees advertised on its radio station and conducted a series of "Mid-week Attitude Adjustment Parties" in Palm Beach County restaurants. In promoting these parties the Defendant, on the air, promised drawings with all expense paid exotic vacations for the lucky winners.

12. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's party held at

Parker's Lighthouse Restaurant on October 22, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to Hawaii with a declared value of $9,000.00. The Defendant broadcasted the Plaintiff's name and good fortune in winning the vacation to those present at the party and to its radio listening audience.

13. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's party held at Bristol's Restaurant on Singer Island on November 26, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to the Bahamas with a declared value of $3,000.00. The Defendant broadcasted the Plaintiff's name and good fortune in winning the vacation to those present at the party and to its radio listening audience.

14. The Defendant's statements over the airways advertising its parties and drawing were specificially intended to induce the Plaintiff to attend the events, spend money at the participating restaurants, and participate in the drawings. The Plaintiff justifiably relied on the Defendant's inducements, attended the parties and won the drawings.

15. The Defendant's advertising statements and publically broadcasted announcement as to the Plaintiff, the winner of the drawing, actually receiving the promised vacations were false and made with the knowledge that they were untrue.

16. The Plaintiff has made demands upon the Defendant for the trips he won but the Defendant has refused his demands.

17. The Defendant's fraudulent scheme has damaged the Plaintiff by the time and expense in attending the parties, the loss value of the trips ($12,000.00) and the humiliation and emotional distress resulting from Defendant's malicious trick.

WHEREFORE, Plaintiff demands compensatory damages in excess of $12,000.00, punitive damages and cost of suit.

COUNT III

VIOLATION OF FLORIDA STATUTE SECTION 849.094

18. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

19. The Defendant as operator, promoted and conducted a series of games in connection with the promotion and sale of its radio services in that during October and November of 1986 the Defendant, advertised on its radio station and conducted a series of "Mid-week Attitude Adjustment Parties" in Palm Beach County restaurants. In promoting these parties the Defendant, on the air, promised drawings with all expense paid exotic vacations for the lucky winners.

20. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's party held at Parker's Lighthouse Restaurant on October 22, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to Hawaii with a declared value of $9,000.00. The Defendant broadcasted the Plaintiff's name and good fortune in winning the vacation to those present at the party and to its radio listening audience.

21. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's party held at Bristol's Restaurant on Singer Island on November 26, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to the Bahamas with a declared value of $3,000.00. The Defendant broadcasted the Plaintiff's name and good fortune in winning the vacation to those present at the party and to its radio listening audience.

22. The Defendant's statements over the airways advertising its parties and drawing were specificially intended to induce the Plaintiff to attend the events, spend money at the participating restaurants, and participate in the drawings. The Plaintiff justifiably relied on the Defendant's inducements, attended the parties and won the drawings.

22. The Defendant failed to award the prizes offered and announced as won by the Plaintiff.

23. The Plaintiff has been damaged in the amount of $12,000.00.

24. The Plaintiff has had to hire the undersigned attorneys and has agreed to pay them their reasonable fees for bringing and maintaining this action.

WHEREFORE, Plaintiff demands compensatory damages in excess of $12,000.00, punitive damages, reasonable attorneys fees, and costs of suit herein.

INGALSBE, McMANUS, WIITALA & CONTOLE, P.A.

By: _____

J. Terence McManus
Post Office Box 14125
North Palm Beach, FL 33408
(305) 627-1180

djn

Plaintiff James Tucker,

Court Circuit
Case # CL-87-2174-AO
Palm Beach

Defendant U. S. Three Broadcasting,etc.

Attorney J. Terence Mcmanus, Esq.
P.O. Box 14125
North Palm Beach, Fl. 33408

Type of Writ SUMMONS & copy & copy of complaint

Serve U. S. THREE BROADCASTING Corp.,

Cost
Service $ ~~12.00~~
Check ~~0147~~
pd

Address 500 N. Delaware Blvd.
Jupiter, Fl. 33458

Received this writ on the 26 Day of March A.D. 19 87 and served the same on the within named _____ Corporation _____ Party _____ Garnishee _____ Defendant _____ Witness at _____ M on the _____ day of _____ A.D., 19_____ in Palm Beach County, Florida.

☐ INDIVIDUAL
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading

☐ SUBSTITUTE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading by leaving the copies at (his/her) usual place of abode with any person residing therein above the age of 15 years, to wit:

_____
(Name and Relationship) and informing the person of the contents thereof (as defined in F.S. 48.031 (1).)

☐ CORPORATE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading

to _____ as _____
of said corporation: in the absence of the President, Vice President, Cashier, Treasurer, Secretary, General Manager, Director, Resident Agent or any officers. (as defined in F.S. 48.081)

☐ WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me.

☐ SUBSTITUTE WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me at (his/her) usual place of abode, with any person residing therein above the age of 15 years, to wit: _____ and informing the person of the contents thereof. (Name and Relationship) (as defined in F.S. 48.031 (2).)

☐ POSTING
By posting on the premises located at _____
a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of Pleadings attached as the above named tenant was not available for personal service.

☒ MISCELLANEOUS
The premises of the radio station's appears to be unused for a period of time. The local phone number has been changed to 219/484-0580. I received no answer for another number given in Coco Beach of 636-3194. Several attempts to reach Mr McManus or his secretary were negative

RICHARD P. WILLE, SHERIFF OF PALM BEACH COUNTY, FLORIDA

By [signature]
Deputy Sheriff

UNEXECUTED

Note Only that service indicated by the X is Applicable to this return - all other portions should not be considered.

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

CANDY MATTINGLY,

Plaintiff,

vs.

U.S. THREE BROADCASTING CORP., a Florida corporation,

Defendant,

CASE NO.: CL 87 - 3260 AJ
Florida Bar No. 267856

COMPLAINT

GENERAL ALLEGATIONS

COMES NOW, the Plaintiff, CANDY MATTINGLY, by and through her undersigned attorneys and sues the Defendant, U.S. THREE BROADCASTING CORP. and alleges:

1. This is an action for damages in excess of $5,000.00.

2. The Plaintiff is sui juris and a resident of Palm Beach County, Florida. All acts complained of herein took place in Palm Beach County, Florida.

3. The Defendant, U.S. THREE BROADCASTING CORP. is a Florida corporation in good standing which owns and operates WKSY 97 FM, a radio station in Jupiter, Florida.

COUNT I

BREACH OF CONTRACT

4. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

5. In November of 1986 the Defendant, U.S. THREE BROADCASTING CORP., through its radio station, advertised and conducted a car show at Jupiter Mall, Jupiter, Palm Beach County, Florida. The car show was advertised as including drawings for prizes. The prizes were advertised as including all expense paid vacations.

6. In response to and in reliance upon the Defendant's advertisements and promises of drawings for prizes the Plaintiff, CANDY MATTINGLY,

attended the car show sponsored by the Defendant at Jupiter Mall, on November 28, 29, and 30, 1986. The Plaintiff participated in the drawing. She was informed and it was broadcasted to the crowd and over the radio station that the Plaintiff had won a "all expense, five day, paid vacation for two to Acapulco". The value of the trip is in excess of $3,000.00.

7. Plaintiff has made repeated demands upon the Defendant for her trip, however, the Defendant has refused and continues to refuse to provide or pay for same.

8. The Plaintiff has suffered damages in excess of $3,000.00. as a direct result of Defendant's breach of the parties agreement.

WHEREFORE, Plaintiff demands judgment for a sum in excess of $3,000.00, together with cost of suit.

COUNT II

FRAUD

9. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

10. In November of 1986 the Defendant, through its agents and employees advertised on its radio station and conducted a car show at Jupiter Mall, Jupiter, Palm Beach County, Florida. In promoting the car show the Defendant, on the air, promised drawings with all expense paid exotic vacations for the lucky winners.

11. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's car show held at Jupiter Mall on November 28, 29 and 30, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to Acapulco with a declared value in excess of $3,000.00. The Defendant broadcasted the Plaintiff's name and good fortune in winning the vacation to those present at the car show and to its radio listening audience.

12. The Defendant's statements over the airways advertising its car show and drawing were specificially intended to induce the Plaintiff to

attend the event, spend money at the participating stores, and participate in the drawings. The Plaintiff justifiably relied on the Defendant's inducements, attended the car show and won the drawing.

13. The Defendant's advertising statements and publically broadcasted announcement as to the Plaintiff, the winner of the drawing, actually receiving the promised vacations were false and made with the knowledge that they were untrue.

14. The Plaintiff has made demands upon the Defendant for the trip she won but the Defendant has refused her demands.

15. The Defendant's fraudulent scheme has damaged the Plaintiff by the time and expense in attending the car show, the loss value of the trip (a sum in excess of $3,000.00) and the humiliation and emotional distress resulting from Defendant's malicious trick.

WHEREFORE, Plaintiff demands compensatory damages in excess of $3,000.00, punitive damages in excess of $5,000.00 and cost of suit.

COUNT III

VIOLATION OF FLORIDA STATUTE SECTION 849.094

16. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

17. The Defendant as operator, promoted and conducted a series of games in connection with the promotion and sale of its radio services in that during November of 1986 the Defendant, advertised on its radio station and conducted a car show at Jupiter Mall, Jupiter, Palm Beach County,. Florida. In promoting the car show the Defendant, on the air, promised drawings with all expense paid exotic vacations for the lucky winners.

18. The Plaintiff in response to Defendant's advertising and in hope of winning an exotic vacation attended the Defendant's car show held at Jupiter Mall on November 28, 29 and 30, 1986. The Plaintiff participated in the drawing conducted by the Defendant and the Plaintiff was announced as the winner of an all expense paid vacation for two to Acapulco with a declared value in excess of $3,000.00. The Defendant broadcasted the

Plaintiff's name and good fortune in winning the vacation to those present at the car show and to its radio listening audience.

19. The Defendant's statements over the airways advertising its car show and drawings were specificially intended to induce the Plaintiff to attend the event, spend money at the participating stores, and participate in the drawings. The Plaintiff justifiably relied on the Defendant's inducements, attended the car show and won the drawings.

20. The Defendant failed to award the prizes offered and announced as won by the Plaintiff.

21. The Plaintiff has been damaged in an amount in excess of $3,000.00.

22. The Plaintiff has had to hire the undersigned attorneys and has agreed to pay them their reasonable fees for bringing and maintaining this action.

WHEREFORE, Plaintiff demands compensatory damages in excess of $3,000.00, punitive damages in excess of $5,000.00, reasonable attorneys fees, and costs of suit herein.

INGALSBE, McMANUS, WIITALA & CONTOLE, P.A.

By: _____

J. Terence McManus
Post Office Box 14125
North Palm Beach, FL 33408
(305) 627-1180

bpl

Plaintiff Candy Mattingly

Court Circuit
Case # CL-87-3260-AJ
Palm Beach

Defendant U S Three Broadcasting, etc

Attorney J Terence McManus
P O BOx 14125
North Palm Beach FL 33408

Type of Writ SUMMONS & copy & copy complaint

Serve ROBERT B. TAYLOR

Cost
Service $ 12.00
Check 0383
pd

Address 500 No Delaware Blvd
Jupiter FL 33458

Received this writ on the 9 Day of April A.D. 19 87 and served the same on the within named _____ Corporation _____ Party _____ Garnishee _____ Defendant _____ Witness at _____ M on the _____ day of _____ A.D., 19 _____ in Palm Beach County, Florida.

☐ INDIVIDUAL
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading.

☐ SUBSTITUTE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading by leaving the copies at (his/her) usual place of abode with any person residing therein above the age of 15 years, to wit:

_____
(Name and Relationship) and informing the person of the contents thereof (as defined in F.S. 48.031 (1).)

☐ CORPORATE
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of the Pleading

to _____ as _____
of said corporation: in the absence of the President, Vice President, Cashier, Treasurer, Secretary, General Manager, Director, Resident Agent or any officers. (as defined in F.S. 48.081)

☐ WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me.

☐ SUBSTITUTE WITNESS
By delivering a true copy of this writ with the date and hour of service endorsed thereon by me at (his/her) usual place of abode, with any person residing therein above the age of 15 years, to wit: _____ and informing the person of the contents thereof. (Name and Relationship) (as defined in F.S. 48 031 (2).)

☐ POSTING
By posting on the premises located at _____
a true copy of this writ with the date and hour of service endorsed thereon by me and a copy of Pleadings attached as the above named tenant was not available for personal service.

☒ MISCELLANEOUS
The given address is for the radio station WKSX. The premises appears abandoned. Phone numbers listed on the door are 1-636-3194 and 219/484-0580. Attorneys office advised.

UNEXECUTED

RICHARD P. WILLE, SHERIFF OF PALM BEACH COUNTY, FLORIDA

By _____ Deputy Sheriff

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

CA 3130 K

87 APR -2 AM 11:41

KEITH KOEMM,

Plaintiff,

vs.

U.S. THREE BROADCASTING CORP., a Florida corporation,

Defendant,

CASE NO.:
Florida Bar No. 267856

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COMPLAINT

GENERAL ALLEGATIONS

COMES NOW, the Plaintiff, KEITH KOEMM, by and through his undersigned attorneys and sues the Defendant, U.S. THREE BROADCASTING CORP. and alleges:

1. This is an action for damages in excess of $5,000.00.

2. The Plaintiff is sui juris and a resident of Palm Beach County, Florida. All acts complained of herein took place in Palm Beach County, Florida.

3. The Defendant, U.S. THREE BROADCASTING CORP. is a Florida corporation in good standing which owns and operates WKSY 97 FM, a radio station in Jupiter, Florida.

COUNT I

BREACH OF CONTRACT

4. The allegations in paragraphs 1, 2, and 3 are herein realleged as if fully set forth.

5. In November of 1986 the Defendant, U.S. THREE BROADCASTING CORP., through its radio station, advertised and conducted a car show at Jupiter Mall, Jupiter, Palm Beach County, Florida. The car show was advertised as including drawings for prizes. The prizes were advertised as including all expense paid vacations.

6. In response to and in reliance upon the Defendant's advertisements and promises of drawings for prizes the Plaintiff, KEITH KOEMM, attended

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