

Patrick B. Dillon ISBA # 18830

THE IOWA DISTRICT COURT
BREMER COUNTY

TNT HOLDINGS CORP., D/B/A
PROFILE BOATS, A/K/A
PROFILE CUSTOM POWER BOATS.

PLAINTIFF,

vs.

DEAN OWEN,

DEFENDANT

EQUITY NO.

U-0002673

ORIGINAL NOTICE

TO THE ABOVE-NAMED:

You are notified that a petition has been filed in the office of the clerk of this court naming you as the defendant(s) in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The name of the Petitioner's attorney PATRICK B. DILLON, 107 S. Railroad, Sumner, Iowa 50674.

You must serve a motion or answer within 20 days after service of this original notice upon you, and within a reasonable time thereafter, file your motion or answer with the Clerk of Court for Bremer County, at the county courthouse in Waverly, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition.

If you require the assistance of auxiliary aids or services to participate in court because of disability, immediately call your district ADA coordinator at 641-421-6996 (if you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942.)

(SEAL)

Mary J. ...
CLERK OF COURT

Bremer County Courthouse
Waverly, IA 50677

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS

IN THE IOWA DISTRICT COURT FOR BREMER COUNTY

FILED
2025 JUN 13 10:11:43
CLERK OF DISTRICT COURT

TNT HOLDINGS CORP., D/B/A
PROFILE BOATS, A/K/A
PROFILE CUSTOM POWER BOATS;

PLAINTIFF,

vs.

DEAN OWEN,

DEFENDANT

EQUITY NO.

LAGVOC 2673

PETITION AT LAW

DIVISION I

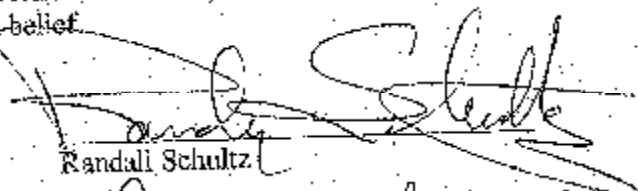
COMES NOW the Plaintiff herein TNT Holdings Corp, d/b/a Profile Boats, a/k/a Profile Custom Power Boats, and for cause of action against the Defendant Dean Owen states:

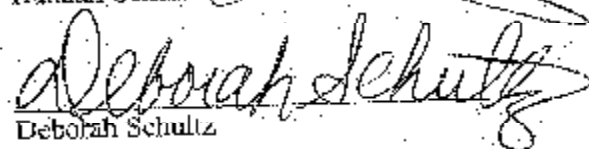
1. That the Plaintiff is an Iowa corporation organized under the laws of the State of Iowa with a manufacturing facility in Sumner, Bremer County, Iowa.
2. That Defendant Dean Owen is a resident of 5978 Old U.S. Highway 45 S, Paducah, Kentucky 42003.
3. That the parties entered into a written contractual agreement to be performed at Plaintiff's manufacturing facility in Sumner, Bremer County, Iowa; that a copy of the written contract is attached hereto, marked and identified as Exhibit "A", said agreement reflecting the terms of which were entered into on or about October 12, 2004, whereby Defendant agreed to pay to Plaintiff the sum of \$13,364 for the repairs, improvements and modifications specifically outlined in said written agreement, including an itemization of the quantity and price for the material and time involved in making such repairs and improvements to Defendant's 1990 Profile boat.

STATE OF IOWA, COUNTY OF BREMER, ss:

We, Randall Schultz and Deborah Schultz, do depose and state under oath that we are duly authorized agents and employees of the Plaintiff TNT Holdings Corp., d/b/a Profile Boats, a/k/a Profile Custom Power Boats, and do state that the statements and allegations contained in Division I and Division II of this petition at law are true and correct to the best of our knowledge and belief.

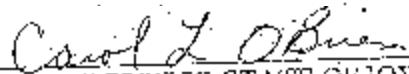
Further affiants saith, not.


Randall Schultz


Deborah Schultz

Subscribed and sworn to before me by the above named Randall Schultz and Deborah Schultz on this 18 day of January, 2006.




NOTARY PUBLIC-STATE OF IOWA

IN THE IOWA DISTRICT COURT FOR BREMER COUNTY

FILED
2005 JUL 19 4:40 PM
JAMES H. HARRIS, CLERK

TNT HOLDINGS CORP., D/B/A
PROFILE BOATS, A/K/A
PROFILE CUSTOM POWER BOATS,

EQUITY NO.

LA 0100 2/13

PLAINTIFF,

vs.

PETITION AT LAW

DEAN OWEN,

DEFENDANT

DIVISION I

COMES NOW the Plaintiff herein TNT Holdings Corp, d/b/a Profile Boats, a/k/a Profile Custom Power Boats, and for cause of action against the Defendant Dean Owen states:

1. That the Plaintiff is an Iowa corporation organized under the laws of the State of Iowa with a manufacturing facility in Sumner, Bremer County, Iowa.
2. That Defendant Dean Owen is a resident of 5978 Old U.S. Highway 45 S, Paducah, Kentucky 42003.
3. That the parties entered into a written contractual agreement to be performed at Plaintiff's manufacturing facility in Sumner, Bremer County, Iowa; that a copy of the written contract is attached hereto, marked and identified as Exhibit "A", said agreement reflecting the terms of which were entered into on or about October 12, 2004, whereby Defendant agreed to pay to Plaintiff the sum of \$13,364 for the repairs, improvements and modifications specifically outlined in said written agreement, including an itemization of the quantity and price for the material and time involved in making such repairs and improvements to Defendant's 1990 Profile boat.

4. That following the entry of the parties into said written agreement, Plaintiff, through its agents and employees, completed the repairs and improvements as required under the terms and provisions of said contract, Exhibit "A", delivered said boat back into the possession of the Defendant and performed all of the required terms and conditions of said agreement between the parties.

5. That as reflected in said written contract or agreement, Exhibit "A", Defendant was required to pay the total sum of \$13,364 for the repair and improvements to his 1990 Profile boat; that said written agreement further required a deposit of 50% of the repairs costs upon signing of the agreement and the balance when the work was completed.

6. That following completion of the repair work and improvements and delivery of the 1990 Profile boat to Defendant, he has failed to perform the required terms of the agreement with a balance of \$6,989 remaining delinquent, overdue and unpaid.

7. That repeated requests for payment have been made upon the Defendant, including a communication by Plaintiff's legal representative of May 4, 2005, a copy of which is attached hereto, marked and identified as Exhibit "B" and by this reference made a part hereof.

8. That Plaintiff has complied with the terms of the written contract and the Defendant has failed to perform the terms and provisions thereof, all as previously set forth aforesaid.

9. That by reason of the Defendant's failure to perform, Plaintiff has suffered damages in the form of the balance remaining to be paid in the amount of \$6,989 together

with additional expenses and losses in an unspecified amount but no less than the jurisdictional amount required for an action in the Iowa District Court.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$6,989 for the unpaid balance under the terms of said written contractual agreement together with additional damages incurred by reason of Defendant's breach of his written contractual agreement in an unspecified sum but in an amount no less than the jurisdictional amount for causes of action in the Iowa District Court, together with interest thereon and the cost of this action.

DIVISION II

COMES NOW the Plaintiff TNT Holdings Corp., d/b/a Profile Boats, a/k/a Profile Custom Power Boats, and for additional cause of action against the Defendant Dean Owen, states:

1. That the allegations in numbered paragraphs 1 through 9 inclusive, Division I, are incorporated herein by reference as if fully set forth in this division.
2. That Defendant unilaterally and with willful and wanton disregard for the rights of Plaintiff instructed the credit card company to charge back the \$7,500 Master Card payment which he executed on October 25, 2004, all of which was the subject of communication between Plaintiff and Defendant and as reflected on Plaintiff's Exhibit "C" attached hereto and incorporated herein by this reference made a part hereof.
3. That on February 15, 2005, 60 days after the work was performed, finalized and the boat delivered to Defendant, the notice of charge-back was received from the credit card company of said action on the part of the Defendant.

4. That by reason of said willful and wanton disregard for the rights of Plaintiff by said Defendant, this Plaintiff requests that in addition to actual damages, Plaintiff be awarded punitive or exemplary damages in a fair and reasonable amount, all as authorized by Chapter 668A of the Iowa Code.

WHEREFORE, Plaintiff in addition to actual damages demands judgment against the Defendant for punitive or exemplary damages in an unspecified amount but in such sum as to meet the jurisdictional requirement for causes of action in the Iowa District Court, for interest thereon and the cost of this action.

Respectfully submitted:

Patrick B. Dillon
107 S. Railroad
Sumner, Iowa 50674
563 578 1850

By: 

Patrick B. Dillon #18830

ATTORNEY FOR PLAINTIFF