

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN
AND FOR HILLSBOROUGH COUNTY, FLORIDA CIVIL DIVISION**

STOR-ETTE, INC., a Florida corporation,

CASE NO.

Plaintiff,

v.

STATE STORAGE GROUP, LLC, a Florida
limited liability company;

STATE STORAGE TAMPA BAY, LLC;
a Florida limited liability company,
and DAVID HEIL, an individual,

Defendants.

/

**COMPLAINT FOR BREACH OF PROMISSORY NOTE AND BREACH OF
GUARANTY**

Plaintiff, STOR-ETTE, INC. (“Plaintiff”), by and through undersigned counsel, sues Defendants, STATE STORAGE GROUP, LLC, (“Borrower”), STATE STORAGE TAMPA BAY, LLC (“Guarantor”), and DAVID HEIL (“Guarantor”), and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorney’s fees.
2. Venue is proper in Hillsborough County, Florida, because the causes of action accrued in this County, and the obligations at issue were to be performed here.

PARTIES

3. Plaintiff, STOR-ETTE, INC., is a Florida corporation with its principal place of business in Hillsborough County, Florida, and maintains offices in Milford, Michigan.

4. STATE STORAGE GROUP, LLC is a Florida limited liability company with its principal place of business in Hillsborough County, Florida.

5. Defendant, STATE STORAGE TAMPA BAY, LLC, is a Florida limited liability company with its principal place of business in Hillsborough County, Florida.

6. Defendant, DAVID HEIL, is an individual and resident of New York who executed a personal guaranty of the Borrower's obligations under the Promissory Note. Defendant HEIL is subject to the personal jurisdiction of this Court pursuant to Florida's Long-Arm Statute, Section 48.193, Florida Statutes, specifically subsection 48.193(1)(a), by virtue of executing the Guaranty which contains obligations to be performed in Florida, and/or subsection 48.193(1)(g) by conducting business in Florida related to the transaction at issue. The exercise of personal jurisdiction over Defendant HEIL comports with due process requirements as he purposefully availed himself of the privilege of conducting activities within Florida and reasonably should have anticipated being haled into court here.

COUNT I – BREACH OF PROMISSORY NOTE

(Against State Storage Group, LLC)

7. On November 16, 2022, Defendant STATE STORAGE GROUP, LLC executed and delivered to Plaintiff a Promissory Note (the "Note") in the principal

amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) promising to pay Plaintiff according to its terms. A true and correct copy of the Note is attached hereto as Exhibit A and incorporated herein by reference.

8. Under the Note a "Payment Event" means any calendar month in which the aggregate gross receipts of the self-storage facility located at 5805, 5809, 6209 and 6211 North 50th Street, Tampa, Florida (the "Facility") is Fifty Thousand Dollars and 00/100 (\$50,000.00) or more in such month. The gross receipts shall be determined by the rent roll for the Facility for the month, without regard to actual collections.

9. The Note further provided that Borrower was obligated to make monthly interest payments of \$625.00 (representing 3% annual interest) commencing December 16, 2023 and to repay the entire principal and accrued interest upon the occurrence of a Payment Event or upon default as described in the Note.

10. The Note also required Borrower to deliver to Plaintiff, within ten (10) days after the end of each month, the rent roll for the Facility, as that term is defined in the Promissory Note, for the prior calendar month, certified by Borrower as being correct, accurate and complete.

11. If no Payment Event occurs by December 1, 2024 (which would include gross receipts for the month ending November 30, 2024), **and if Borrower is not in default under the Note**, then the Note shall automatically terminate and Borrower's obligations under the Note shall be discharged.

12. Borrower has failed and refused to make payments when due under the Note, and is in default thereunder. Specifically, Borrower has failed to make timely

monthly interest payments of \$625.00 each as required beginning December 16, 2023. A lump sum payment of \$7,500.00 dated December 15, 2024 was made and, pursuant to the terms of the Note, such payment was applied to interest accruing from the date of the Note, as all payments and/or prepayments shall, at the option of the holder hereof, be applied first upon late charges and accrued but unpaid interest, and then in reduction of the outstanding principal balance. No further interest payments were made.

13. Borrower also failed to deliver the required monthly rent rolls within ten days after the end of each month as required by the Note.

14. Pursuant to the terms of the Note, if any payment due under the Note is not made within ten (10) days of when due, the entire unpaid balance of the Note, together with all accrued but unpaid interest, shall be due and owing immediately without notice at the option of the holder thereof. Further, maker and guarantors of the Note waived presentment for payment, demand, and notice of non-payment.

15. Plaintiff has made notice of default by letter dated February 28, 2025, a copy of which is attached as Exhibit C, but Borrower has failed and refused to pay the outstanding balance due and owing under the Note.

16. In accordance with the terms of the Promissory Note, Plaintiff is entitled to recover reasonable attorney's fees and costs incurred in the collection of amounts due under the Note, including but not limited to fees related to this legal action.

17. Plaintiff has been damaged by Borrower's default under the Note, which has a remaining principal balance of \$250,000.00 plus accrued interest of approximately \$15,000 through November 15, 2025 with continuing interest at 3.0% per annum as

provided under the Note, late charges in an amount to be determined, and attorney's fees and costs as provided in the Note and as otherwise permitted by law.

WHEREFORE, Plaintiff demands Judgment for damages against Borrower, STATE STORAGE GROUP, LLC for the principal balance due of \$250,000.00, plus accrued interest, late charges, attorney's fees, costs, and all additional amounts owed under the Note as they accrue through entry of this Court's Final Judgment, and for such other and further relief as this Court deems just and proper.

COUNT II – BREACH OF GUARANTY
(Against State Storage Tampa Bay, LLC and David Heil)

18. Plaintiff realleges and incorporates paragraphs 1 through 16 as though fully set forth herein.

19. On November 16, 2022, Defendant DAVID HEIL together with STATE STORAGE TAMPA BAY, LLC both executed a Personal Guaranty (the "Guaranty"), absolutely and unconditionally guaranteeing payment and performance of all of Borrower's obligations under the Promissory Note. A true and correct copy of the Guaranty is attached hereto as Exhibit B and incorporated herein by reference.

20. Pursuant to the Guaranty, Heil's and State Storage Tampa Bay's obligation is a continuing and unconditional guaranty of payment and performance, not of collection. The Guaranty expressly waives any requirement that Plaintiff first pursue collection from Borrower or exhaust any collateral and waives all defense, which under principles of guaranty or suretyship law or equity.

21. Borrower's failure to pay amounts due under the Note constitutes a breach of the Guaranty by Heil and State Storage Tampa Bay.

22. Despite demand, Heil and State Storage Tampa Bay failed and refused to pay the amounts due under the Guaranty.

23. As a result of Heil's and State Storage Tampa Bay's breach of the Guaranty, Plaintiff has suffered damages, including the unpaid principal, accrued interest, and attorney's fees and costs.

WHEREFORE, Plaintiff, STOR-ETTE, INC., respectfully requests that this Court enter judgment in its favor and against Defendant STATE STORAGE GROUP, LLC for Count I, and against Defendants STATE STORAGE TAMPA BAY, LLC and DAVID HEIL for Count II, with STATE STORAGE GROUP, LLC, STATE STORAGE TAMPA BAY, LLC and DAVID HEIL being jointly and severally liable for:

- a. The unpaid principal balance of \$250,000.00;
- b. Accrued and unpaid interest pursuant to the Note;
- c. Reasonable attorney's fees and costs of collection; and
- d. Such other and further relief as this Court deems just and proper.

Dated: December 12, 2025

Respectfully submitted,

/s/ Jake C. Blanchard
Jake C. Blanchard, Esq.
Fla. Bar No.: 55438
Jeffrey Carl Hakanson
Fla. Bar No.: 61328
BLANCHARD LAW, P.A.
8221 49th Street North

Pinellas Park, FL 33781
Tel: 727-531-7068
Fax: 727-535-2086
jake@jakeblanchardlaw.com
jeff@jakeblanchardlaw.com
Counsel for Plaintiff

Exhibit A

PROMISSORY NOTE

Amount: \$250,000.00
Date: November 16, 2022

FOR VALUE RECEIVED, the undersigned (the "Maker"), promises to pay to the order of STOR-ETTE, INC., a Florida corporation (the "Payee") at P.O. Box 519, Milford, Michigan 48381-0519, or at such other address as the Payee may designate in writing, the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), to be paid as follows: (a) in equal monthly installments of interest only in the amount of \$625.00 per month commencing on December 16, 2023 and continuing until this Note is either paid in full or terminated as set forth below and (b) if a Payment Event (as defined below) occurs, then all outstanding principal and interest shall be paid in full within ninety (90) days of the end of the month constituting the Payment Event. Interest on the unpaid balance of this Note shall accrue at the rate of Three Percent (3.0%) per annum.

For purposes of this Note, a "Payment Event" means any calendar month in which the aggregate gross receipts of the self-storage facility located at 5805, 5809, 6209 and 6211 North 50th Street, Tampa, Florida (the "Facility") is Fifty Thousand Dollars and 00/100 (\$50,000.00) or more in such month. The gross receipts shall be determined by the rent roll for the Facility for the month, without regard to actual collections. Within ten (10) days after the end of each month, Maker shall deliver to Payee, by e-mail, the rent roll for the Facility for the prior calendar month certified by Maker as being correct, accurate and complete. Notwithstanding anything to the contrary contained herein, if a Payment Event does not occur by December 1, 2024 (which would include gross receipts for the month ending November 30, 2024), and if Maker is not in default under this Note, then this Note shall automatically terminate and Maker's obligations under this Note shall be discharged.

This Note may be prepaid, in whole or in part, without penalty. Partial prepayment shall not in any way alter or suspend any of the Maker's obligations under this Note. All payments and/or prepayments shall, at the option of the holder hereof, be applied first upon late charges and accrued but unpaid interest, and then in reduction of the outstanding principal balance.

If any payment under this Note is not made within ten (10) days of when due, the entire unpaid balance of this Note, together with all accrued but unpaid interest, shall be due and owing immediately without notice at the option of the holder hereof.

It is not intended by this Note to impose upon the Maker any obligation to pay interest in excess of the maximum rate of interest permitted under applicable law. Any interest determined to exceed that maximum rate of interest shall automatically abate to the extent of the excess.

Acceptance by Payee of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and shall not be deemed an accord and satisfaction,

reinstatement, a waiver or a compromise of any sum or obligation owing or of any default existing hereunder. The Payee shall not, by any act or omission, be deemed to waive any of its rights or remedies under this Note, unless such waiver is in writing and signed by the Payee and then only to the extent specifically set forth in the writing. A written waiver of any default shall not be construed as continuing or as a bar to or waiver of any right or remedy on a subsequent default.

The remedies of the Payee, as provided in this Note and any other agreement made in connection herewith, shall be cumulative and in addition to all remedies available at law, in equity or otherwise.

The Maker and all endorsers, sureties and guarantors hereof, if any, hereby jointly and severally: (a) waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, and diligence in collection or bringing suit, (b) consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the Payee with respect to payment or any other provisions of this Note; and (c) agree to pay all costs of collection, including attorneys' fees, incurred by the holder of this Note.

This Note and the liabilities of all parties hereunder, shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of laws.

STATE STORAGE GROUP, LLC,
a Florida limited liability company

By: _____

David Heil

Its: Manager

293314

Exhibit B

PERSONAL GUARANTY

STATE STORAGE TAMPA BAY, LLC, a Florida limited liability company, and DAVID HEIL, a New York resident (individually, a "Guarantor" and collectively, the "Guarantors"), do hereby, jointly and severally, absolutely and unconditionally guarantee to Payee the full and prompt payment when due, whether due by acceleration, maturity or otherwise, of this Note including any and all renewals, extensions and/or modifications of this Note (the "Guaranteed Obligations"). This a continuing guaranty of payment, and not of collection, and Payee shall not be obligated, prior to or after seeking recourse against or receiving payment from one or both Guarantors, to take any steps whatsoever to collect or attempt to collect the Guaranteed Obligations or enforce, accept or perfect any interest in or foreclose, or realize upon collateral security, if any, or in any other respect exercise any diligence whatsoever in collecting or attempting to collect the Guaranteed Obligations by any means. Guarantors' liability for payment of the Guaranteed Obligations shall be absolute and unconditional, and nothing whatsoever except actual full payment and performance of the Guaranteed Obligations shall operate to discharge, modify or diminish the Guarantors' liability hereunder. Accordingly, each Guarantor unconditionally and irrevocably waives, to the extent permitted by applicable law, each and every defense, which, under principles of guaranty or suretyship law or equity, would otherwise operate to discharge, modify or diminish the liability of such Guarantor for the Guaranteed Obligations.

STATE STORAGE TAMPA BAY, LLC



David Heil, as Manager of State Storage Tampa
Bay, LLC, a Florida limited liability company



David Heil, individually

293314

Exhibit C

S T O R - E T T E , I N C .

February 28, 2025

David Heil
State Storage Group LLC
228 Park Ave. S, Suite 85473
New York, NY 10003

via email

Re: Promissory Note dated November 16, 2022 in the original principal amount of \$250,000 ("Promissory Note") by and between State Storage Group, LLC a Florida limited liability company ("Maker"), Stor-ette, Inc., a Florida corporation ("Payee") and State Storage Tampa Bay, LLC, a Florida limited liability company and David Heil, individually, as guarantors.

Dear Sir/Madam:

This letter shall serve as notice that Maker is in default under the Promissory Note as a result of, among other things, the following:

1. Failure to deliver to Payee, within ten (10) days after the end of each month, the rent roll for the Facility, as that term is defined in the Promissory Note, for the prior calendar month, certified by Maker as being correct, accurate and complete; and
2. Failure to timely pay monthly installments of interest only in the amount of \$625.00 per month commencing on December 16, 2023.

In accordance with the terms of the Promissory Note, "If any payment under this Note is not made within ten (10) days of when due, the entire unpaid balance of this Note, together with all accrued but unpaid interest, shall be due and owing immediately without notice at the option of the holder hereof."

This is to notify you that Payee has exercised its option and the entire unpaid balance of the Promissory, together with all accrued but unpaid interest, is immediately due and payable in full.

Very Truly Yours,

Stor-ette, Inc.

By: James A. O'Neill
James W. O'Neill

Cc: David Minor
Andrew DiPilato