

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

WELLS FARGO BANK, N.A., SUCCESSOR  
IN INTEREST TO WACHOVIA BANK, N.A.

Plaintiff,

Case No. 11-11933-CI-8

v.

PETER A. PANNERI, et al.,

Defendants.

---

**ORDER DENYING REHEARING, DISMISSING AMENDED COMPLAINT**

THIS CAUSE, having come before the Court on Plaintiff's Motion for Reconsideration and/or Relief from the Order Entered on June 6, 2012 and Defendant's Motion to Dismiss Amended Complaint, and the Court, being duly advised in the premises, it is hereby;

ORDERED AND ADJUDGED:

1. In its original Complaint, Plaintiff alleged it was the "holder" of a note. However, the Line of Credit Agreement attached to that Complaint is not a negotiable instrument because it does not contain an unconditional promise to pay a fixed amount of money. After all, upon reviewing that Line of Credit Agreement, it is impossible to tell if the Defendant borrowed \$25,000, zero dollars, or some amount in between. The motion to dismiss was properly granted, and the Motion for Reconsideration is denied.

2. As Plaintiff's Amended Complaint also characterizes the Line of Credit Agreement as a negotiable instrument, the Motion to Dismiss Amended Complaint is likewise granted. Plaintiff is given 20 days from the date of this Order in which to file an Amended Complaint. Defendant has 20 days thereafter to respond.

3. If Defendant desires to challenge Plaintiff's failure to post a non-resident cost bond, it shall provide notice to Plaintiff and give 20 days for Plaintiff to do so. If Plaintiff still fails to post the bond, Defendant may move to dismiss on that basis.

DONE AND ORDERED in Chambers in St. Petersburg, Pinellas County, Florida on this \_\_\_\_ day of October, 2012.

---

Hon. David A. Demers  
Circuit Court Judge

cc: Mark P. Stopa, Esq.  
Amir Naderpour, Esq.