

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI DADE
COUNTY, FLORIDA

HEAFEY BENTLEY MANAGEMENT,
LLC, A Florida Limited Liability Company,
GINO FALSETTO and PIERRE HEAFEY

CASE NO. 07-11842 CA 20

Plaintiffs

vs.

HEINZ DINTER

Defendant

**ORDER FINDING DEFENDANT HEINZ DINTER IN CONTEMPT OF
COURT AND IMPOSING SANCTIONS AGAINST HEINZ DINTER OF
ONE THOUSAND DOLLARS**

This matter came to be heard on January 31, 2013, upon the
Plaintiffs' Motion For Sanctions and Contempt against Defendant
Heinz Dinter ("Dinter"). After hearing argument of counsel and of

Defendant Heinz Dinter, who appeared telephonically and has appeared at all hearings in this case either personally or telephonically, and listening to the testimony of Heinz Dinter and Pierre Heafey, the Court makes the following findings of fact:

Background

1. Plaintiffs filed this action against Heinz Dinter on April 23, 2007, for defamation and slander. They alleged that The Defendant published false information about them on his website, www.grandlifestyle.com. They sought damages and a permanent injunction prohibiting The Defendant from publishing any false or slanderous material.

2. On March 20, 2008, the parties entered into a settlement agreement where Plaintiffs paid The Defendant \$38,000.00 in exchange for his agreement not to engage in the following conduct:

Forever cease publishing any information to any third parties via newspaper, magazine, internet/blog website (www.grandlifestyle.com), or e mail that in any way refers to Pierre Heafey, Nathalie Heafey, Julie Grimes, or any member of Heafey's family, Gino Falsetto, or any member of his family, The Grand Condominium Association, The Grand & Associates Realty, Inc., Heafey Bentley Management, 510 Ocean Drive, LLC, The Bentley Condominium Association, Inc., The Bentley Beach Condominium Association, Inc., PH Retail, Inc., PH Hotel, Inc., Venetiakenpier Partnership, Heafey Grand, Inc., Heagrand, Inc., or any entity in which either Heafey or Falsetto has an interest, if the identity of such person or entity was communicated to Defendant by Plaintiffs.

3. On May 2, 2009, the parties entered into an amended settlement agreement that expanded the definitions of the conduct the Defendant was prohibited from engaging in to include:

The above prohibition includes any written or telephonic communication (as outlined above whether a private or public communication) with any business associate, partner, affiliate, client, or customers of the above entities or individuals. The Defendant agrees not to communicate with or initiate contact with any persons or entities who have any

business relationship with Pierre Heafey or the above mentioned individuals and/or entities on matters that relate to their businesses, whether in a corporate or personal capacity. The Defendant shall not cooperate or communicate with any media outlets related to the Plaintiffs or their business. Further, The Defendant shall not communicate with any third parties who are engaged in litigation with the Plaintiffs or their entities about the subject matter of the litigation.

4. Having explicitly agreed not to publish anything about the Plaintiffs in exchange for a sizable payment, the Defendant almost immediately violated the agreement. On May 21, 2009 Plaintiffs filed a motion for sanctions alleging that The Defendant violated the amended settlement agreement. The court held a hearing on Plaintiffs' motion on June 22, 2009 and found The Defendant in contempt of court. The court ordered him to cease publishing any information about the Plaintiffs as he had agreed in the settlement agreements he signed.

5. Nevertheless, The Defendant persisted in his contumacious behavior. On December 4, 2009, Plaintiffs again

filed a motion for sanctions alleging that The Defendant continued to publish information about them on his website. At the hearing on October 21, 2010, the Defendant admitted that he had continued to publish material about the Plaintiff and the Court again held The Defendant in contempt for violating the terms of the amended settlement agreement. The Court again ordered The Defendant to cease publishing any information about the Plaintiffs and to abide by the agreements he had signed.

6. In December, 2010, Plaintiffs filed their Third Emergency Motion for Contempt and Sanctions, alleging once again that The Defendant violated the amended settlement agreement and this court's previous orders of contempt. On December 8, 2010, the Court, for the third time, found The Defendant in contempt and ordered him to remove any references to the Plaintiffs on his websites.

7. On May 17, 2011, Plaintiffs again filed a motion for sanctions, alleging that The Defendant continued to ignor all of the court's previous orders of contempt and had continually published derogatory information about them through not only his website, www.grandlifestyle.com, but through new websites that he created, www.heafeyfalsetto-leaks.com, and www.coconutgroverape.com. The motion was scheduled for hearing on November 14, 2012, on the Court's motion calendar. However, the court denied the motion without prejudice and directed the Plaintiffs to schedule the motion for a special set hearing, which was held on January 31, 2013.

8. At the Janurary 31, 2013 hearing the Defendant admitted to posting information about the Plaintiff, but argued that his internet postings did not constitute "publishing." This interpretation has no legal basis. "Publish" is defined as "to make public; to circulate; to make known. To issue; to put into

circulation. To utter.... An advising of the public or making known of something to the public for a purpose.” Black’s Law Dictionary (1981). The court finds that The Defendant has published information about the Plaintiff in violation of the settlement agreement he signed as well as in violation of this court’s previous orders of contempt. The fact that The Defendant’s publications were on the internet is immaterial. Axiom Worldwide, Inc. v. Becerra, 2009 WL 1347398 (MD Fla. 2009)(publishing material on website is sufficient to allege cause of action for defamation). In fact, posting it on the internet makes the publication more ubiquitous. Further, the information The Defendant published about Defendant Pierre Heafey is simply false. The Defendant alleges explicitly that Pierre was a convicted felon and that he plead guilty to a felony. This statement is not true and the Defendant knew it was not true. The court finds that the Defendant, contrary to his assertion, is not simply exercising his

First Amendment right to free speech but, rather, has been engaging in continuing efforts to defame and slander Pierre Heafey by publishing false information on his websites.

9. Plaintiffs at first requested that this Court incarcerate the Defendant for his willful and continuous violation of this Court's Prior Orders. After this Court made it clear that it was not going to incarcerate the Defendant the Plaintiff asked the Court to impose a \$1000.00 daily fine on The Defendant for each day that he violated the terms of the amended settlement agreement prior to January 21, 2013. The Court denies this request.

10. This Court has been very accommodating to The Defendant and has provided him with numerous opportunities to remove the references to the Plaintiffs from his websites without incurring any financial penalty. Each time the Defendant has appeared before this Court he has agreed and promised to cease

and desist from further publications. Despite the Court's admonitions and the Defendant's promises, the Defendant has persisted in violating this Court's orders and the settlement agreements he signed. This order marks the fourth time this court has held The Defendant in contempt for violating the terms of the settlement agreements.

IT IS Therefore ORDERED AND ADJUDGED that:

The Plaintiffs' motion is Granted.

The Defendant Heinz Dinter is in contempt of Court for violating the terms of the settlement agreement entered on March 28, 2008, the amended settlement agreement the parties executed on May 2, 2009, and for violating this Court's previous orders of contempt entered on June 24, 2009, October 21, 2010, and December 9, 2010.

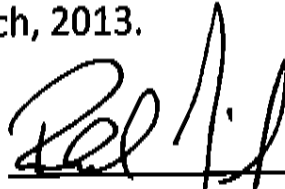
Therefore, the Court

hereby imposes a fine of \$1000.00 which shall be payable to Plaintiff Pierre Heafey immediately. The fine shall operate as a final judgment in favor of Pierre Heafey, whose address is 1717 North Bayshore Drive, Suite 213, Miami, Florida 33132, and against The Defendant.

The Court further Orders The Defendant to immediately cease and desist from further publishing any information about the Plaintiffs as he agreed in the settlement agreements he signed on May 2, 2009, and March 20, 2008, and to abide by all other terms and conditions of said agreements. In the event The Defendant again violates the terms and conditions of the settlement agreements, and or this Order the Court will impose further sanctions which may include a fine of \$1000.00 a day against him for each day that he is in violation.

DONE AND ORDERED in Miami Dade County, Florida this

7 day of March, 2013.



Circuit Court Judge

JUDGE RONALD C. DRESNICK

cc: Dennis R. Bedard

Roger Schindler

Attorney for Plaintiffs

Heinz The Defendant, Defendant