

**IN THE DISTRICT COURT OF APPEAL
FOURTH DISTRICT, STATE OF FLORIDA**

CASE NO.: 4D21-_____
Lower Tribunal Case No.: CACE 20-005993 (08)

CARL KENNEDY,

Petitioner,

v.

POMPANO SENIOR SQUADRON FLYING CLUB, INC.,

Respondent.

REVIEW FROM A NON-FINAL ORDER
of the Circuit Court of the Seventeenth Judicial Circuit
In and For Broward County, Florida

APPENDIX TO PETITION FOR WRIT OF CERTIORARI

Filed by Petitioner

Ron Renzy
Florida Bar No.: 0958610
WALLBERG & RENZY, P.A.
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Counsel for Petitioner

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of this Petition has been e-filed via Florida e-portal to the following individual on the same date as the Petition for Writ of Certorari;

EDWARD F. HOLODAK, ESQUIRE
Edward F. Holodak, P.A
7951 S.W. 6th Street
Suite 210
Plantation, Florida 33324
Pleadings@holodakpa.com
Attorney for Respondent

/s/ Ron Renzy
Ron Renzy

IN THE CIRCUIT COURT OF
THE 17TH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY,
FLORIDA

POMPANO SENIOR SQUADRON
FLYING CLUB, INC., a Florida
corporation,

CASE NO.:

Plaintiff,

v

CARL KENNEDY, individually,

Defendant.

COMPLAINT

Plaintiff, POMPANO SENIOR SQUADRON FLYING CLUB, INC.. a
Florida corporation (Plaintiff “Flying Club”), by and through its undersigned
counsel, sues Defendant, CARL KENNEDY individually (Defendant “Kennedy”)
and says:

GENERAL ALLEGATIONS

1. Plaintiff Flying Club is a Florida corporation doing business in Broward
County, Florida, and is otherwise *sui juris*.
2. Defendant Kennedy is over the age of 18, is a resident of Broward County,
Florida is a prior director of Plaintiff Flying Club and is otherwise *sui juris*.
3. Defendant Kennedy was an officer and director of Plaintiff Flying Club
from May 22, 2014, until the beginning of 2020.
4. At all times relevant to the issues herein, Defendant Kennedy served as the
treasurer of Plaintiff Flying Club.
5. During his term as treasurer, Defendant Kennedy made multiple
payments from Plaintiff Flying Club’s corporate bank account to pay Defendant

Kennedy's American Express credit charges.

6. Just prior to the date Defendant Kennedy was replaced as treasurer of Plaintiff Flying Club, Defendant Kennedy issued checks on Plaintiff Flying Club's corporate checking account to Defendant Kennedy, Wendy Hausmann, Esq., and others.

7. There are no corporate records, resolutions, minutes of meetings, or any other corporate document evidencing authorization for these payments made by Defendant Kennedy to himself, Attorney Hausmann and others.

8. On or about March 19, 2020, Plaintiff Flying Club made demand upon Defendant Kennedy for Defendant Kennedy to produce, to the corporation, all corporate records and documentation belonging to the corporation. Copy of demand letter is attached hereto as Plaintiff Flying Club's Exhibit #1. (the "Record Demand").

9. Despite the Record Demand, Defendant Kennedy has failed or refused to turn over the corporate records to Plaintiff Flying Club.

10. Plaintiff Flying Club retained the services of Edward F. Holodak, P.A., and agreed to pay it a reasonable fee for services rendered herein.

11. All conditions precedent to bringing this action have been satisfied or waived.

COUNT I
ACCOUNTING

12. Plaintiff Flying Club realleges the General Allegations and incorporates them herein by reference as if pled herein specifically.

13. This Court has jurisdiction over the parties and the subject matter herein.

14. As a prior director and officer of Plaintiff Flying Club, Defendant Kennedy, especially as treasurer, was in a fiduciary relationship to Plaintiff Flying Club.

15. Due to the scarcity of records left behind by Defendant Kennedy and the remaining members of the Board of Directors of Plaintiff Flying Club, Plaintiff Flying Club cannot accurately reconstruct its financial status and records.

16. Defendant Kennedy authorized various payments as treasurer of Plaintiff Flying Club, which such payments Plaintiff Flying Club cannot reasonably ascertain as to whether they were valid expenses of Plaintiff Flying Club or Defendant Kennedy's own personal expenses.

17. Plaintiff Flying Club has no adequate remedy at law.

18. Defendant Kennedy breached his duty to Plaintiff Flying Club by:

- a. failing to keep proper records;
- b. failing to deliver the Plaintiff Flying Club's financial records to it at the end of his term as treasurer;
- c. appropriating funds for non-properly authorized expenses;
- d. using Plaintiff Flying Club's money to make payments on Defendant Kennedy's personal American Express card.

WHEREFORE, Plaintiff Flying Club demands an accounting from Defendant Kennedy, an award of court costs and attorney fees, and any other relief that this Court deems just and equitable.

COUNT II
INJUNCTION

19. Plaintiff Flying Club realleges the General Allegations and incorporates them herein by reference as if pled herein specifically.

20. This Court has jurisdiction over the parties and the subject matter herein.

21. Defendant Kennedy, as the prior treasurer and director of Plaintiff Flying Club, had control of certain financial records and documents which belong to Plaintiff Flying Club.

22. Despite the Record Demand, Defendant Kennedy has failed or refused to turn over Plaintiff Flying Club's corporate records.

23. Upon the expiration of his term as treasurer and director of Plaintiff Flying Club, Defendant Kennedy has no legal right to retain the corporate records of Plaintiff Flying Club.

24. Plaintiff Flying Club requires its corporate records in order to legally and effectively continue its operations.

25. Without having its complete and accurate corporate records, Plaintiff Flying Club is suffering irreparable harm in that it cannot adequately operate, account for past transactions, and know the actions of the prior Board of Directors of Plaintiff Flying Club.

26. Plaintiff Flying Club has no adequate remedy at law.

27. It is the public policy of the State of Florida to enforce its statutes, including the Florida Corporation Act.

28. Chapter 607.1601 et. seq., requires a corporation to maintain certain corporate records, to make such corporate records available for inspection by a

shareholder and director.

29. Accordingly, Plaintiff Flying Club is required by Florida law to maintain such records that are now in the possession and control of Defendant Kennedy but which ultimately belong to Plaintiff Flying Club.

WHEREFORE, Plaintiff Flying Club moves this Honorable Court for an injunction requiring Defendant Kennedy to return all corporate records in his possession or control to Plaintiff Flying Club, an award of its court costs and attorney fees, and any other relief that this Court deems just and equitable.

/s/ Edward F. Holodak
EDWARD F. HOLODAK, ESQ.
Attorney for Plaintiff
Florida Bar # 059234
EDWARD F. HOLODAK, P.A.
7951 SW 6th Street, Suite 210
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Telephone: (954) 927-3436
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LAW OFFICES OF EDWARD F. HOLODAK, P.A.



EDWARD F. HOLODAK, Esq.
Admitted in Florida and
Washington, D.C.

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3326 NE 33rd Street
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This Firm Acts as a Debt Collector
Edward@holodakpa.com
www.browardbusinesslawyers.com

March 19, 2020

Via Certified Mail Return Receipt Requested 7018 0040 0000 2050 3342
and Regular U.S. Mail

Carl Kennedy
2929 S. Ocean Blvd., Suite 510
Boca Raton, FL 33432

Re: Pompano Senior Squadron Flying Club, Inc.

Dear Mr. Kennedy:

The new Board of Directors of Pompano Senior Squadron Flying Club, Inc. d/b/a Pompano Beach Flying Club retained this law firm as the Corporation's counsel. As you know, you are no longer a member of the Board of Directors of the Corporation, nor are you any longer the treasurer. Accordingly, the new Board of Directors demands that within five (5) days of receipt of this letter, you immediately transfer all documentation belonging to the Corporation to me. This includes all check books, financial statements, accounting records, financial records, bank statements, insurance policies, membership lists, stock certificates, correspondences to and from the Corporation to any third party, minutes of all Board of Directors meetings, minutes of all shareholders meetings, any and all shareholder agreements, the Corporation by-laws, the Articles of Incorporation, and all books and records of the Corporation. As a former Board member, you no longer have any legal right to retain the above documents. Accordingly, if you fail to comply with this demand, the Board has authorized me to take all legal actions necessary against you to obtain these documents.

Thank you for your anticipated cooperation with the above demand.
I remain,

Very truly yours,

Edward F. Holodak

Edward F. Holodak
Attorney at Law

EFH/tp

Exhibit # 1⁹

IN THE CIRCUIT COURT OF
THE 17TH JUDICIAL CIRCUIT IN
AND FOR ROWARD COUNTY
FLORIDA

POMPANO SENIOR SQUADRON
FLYING CLUB, INC., a Florida
corporation,

CASE NO.: CACE 20-005993 (08)

Plaintiff,

v

CARL KENNEDY, individually,

Defendant.

VERIFIED MOTION TO DISQUALIFY COUNSEL
PURSUANT TO FLORIDA BAR RULE 4-1.9

Plaintiff, POMPANO SENIOR SQUADRON FLYING CLUB, INC. (Plaintiff “Club”), by and through its undersigned counsel, files this Motion to Disqualify Wendy Hausmann, Esq. as counsel for Defendant Carl Kennedy (Defendant “Kennedy”), pursuant to Rule 401.9 Florida Rules Regulating the Florida Bar and Florida law and says:

1. Plaintiff Club filed suit against Defendant Kennedy seeking an accounting from its former treasurer and as importantly for purposes of this motion, seeking information regarding an alleged loan from Wendy Hausmann, Esq., to the Club and payments made to Ms. Hausmann.

2. It is the Club’s assertion that Ms. Hausmann was Plaintiff Club’s attorney and was Plaintiff Club’s attorney during the time she made the alleged loan to Plaintiff Club.

3. Plaintiff Club needs the accounting from Defendant Kennedy because there is no promissory note, no documentation from Ms. Hausmann to Plaintiff Club, as

required by the Florida Bar as Ms. Hausmann was Plaintiff Club's attorney at the time.

4. In response to the lawsuit, Ms. Hausmann has:
 - a. Filed a Notice of Appearance on Defendant Kennedy's behalf in opposition to a Motion for Default;
 - b. Sent numerous emails indicating that she fully intends to represent Mr. Kennedy;
 - c. In response to a Court Order that the parties participate in mediation, sent emails indicating she would represent Defendant Kennedy during the mediation on the above matters. Copies of Notice and emails attached as Plaintiff Club's Composite Exhibit #1.

5. In support of its position that Ms. Hausmann was Plaintiff Club's attorney, Plaintiff Club attaches and incorporates herein by reference the following:

- a. Invoices from Ms. Hausmann to the Club for professional services;
- b. Payments from Plaintiff Club to Ms. Hausmann for those invoices;
- c. Communications from Ms. Hausmann to members of Plaintiff Club in which she states she is representing the Club;
- d. Notices that Ms. Hausmann has amended the Club's By-Laws.

Copies of communications attached as Plaintiff Club's Composite Exhibit #2.

6. Rule 4-1.9 Conflict of Interest; Former client of the Rules that Govern the Florida Bar states:

"A lawyer who has formerly represented a client in a matter must not afterwards:

- (a) Represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interest of the former client unless the former client gives inform consent;

(b) Use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client or when the information has become generally known; or

(c) Reveal information relating to the representation except as these rules would permit or require with respect to a client.

7. It is Plaintiff Club's assertion that Wendy Hausmann represented the Club as its former general counsel.

8. The interest of Plaintiff Club and Defendant Kennedy are clearly adverse and Plaintiff Club has not given its consent to Ms. Hausmann's representation of Defendant Kennedy. See Composite Exhibit #3.

9. Formerly, Ms. Hausmann has represented the Club in an attempt to collect membership fees and dues from members. See copy of communications from Wendy Hausmann on behalf of the Club attached hereto as Plaintiff's Composite Exhibit #4.

10. Ms. Hausmann has reviewed the Club's By-Laws and made proposed changes thereto, billed the Club for such work and receive payment from the Club. See invoices and communication attached hereto as Plaintiff's Composite Exhibit #5.

11. Ms. Hausmann has given advise and consent to the Club relative to protecting the Club's interest against former members of the Club who have threatened suit and legal action against it. See copies of communications from Ms. Hausmann attached hereto as Plaintiff's Composite Exhibit #6.

12. Florida law presumes that during each of these matters of representation that confidential and privileged information was given by the former client to the former attorney. See *State Farm Mut. Auto Ins. Co. v. K.A.W.* 575 So.2d 630, 634 (Fla. 1991).

13. In discussing the By-Laws and Amendments to By-Laws, clearly Ms.

Hausmann would have discussed with Plaintiff Club the operation of the Club, the duties and responsibilities of directors to the Club, the duties and responsibilities of members to the Club and the Club's converse duties and obligations.

14. The Club is now suing Defendant Kennedy, its former officer and director, regarding the former officer and director's duties and obligations to the Club including but not limited to providing financial records, providing an accounting for the financial activities that occurred during the time Defendant Kennedy was the Club's director, questions about payments made to Ms. Hausmann, questions about an alleged loan made by Ms. Hausmann to the Club with no associated promissory note, written communications from Ms. Hausmann to the Club regarding the loan and any potential conflicts of interest that arise from same as it was made during the time she represented Plaintiff Club as based upon the documents attached hereto, the terms of such loan and repayment thereof. A copy of check from Ms. Hausmann to the Club marked loan is attached hereto as Plaintiff's Exhibit #7.

15. Based upon the above, there is also the strong probability that Ms. Hausmann will be a material witness in that she will have to give testimony as to the alleged loan between herself and Plaintiff Club. Clearly, in addition to Rule 4-1.9 as stated above, the fact that Ms. Hausmann will be a material witness and have to give deposition testimony regarding the very issue of the litigation between Plaintiff Club and Defendant Kennedy requires Ms. Hausmann's disqualification as an attorney for Defendant Kennedy. See *Fleitman v McPherson*, 691 So.2d 37, 38 (Fla. 1st DCA 1997) (holding disqualification of attorney is warranted when the attorney becomes a central figure or indispensable witness in a case). It is abundantly clear to any reasonable person that the issues involved in Ms. Hausmann's former representation of Plaintiff

Club and the litigation between the Club and Defendant Kennedy are identical or substantially similar thus requiring her disqualification pursuant to Rule 4-1.9. See *Rule 4-1.9*.

16. Although under Florida law, whether an attorney represents a client is to be taken from the client's point of view, it is clear from Ms. Hausmann's own words, invoices, checks, and receipts of payment that Ms. Hausmann formerly represented the Club. See *Florida Bar v Dunegan*, 731 So.2d 1237 (Fla. 1999)(holding an attorney violated Bar Rules 4-1.7 and 4-1.9 when the attorney attempted to represent the husband in dissolution proceedings after formerly representing the husband and wife in matters relating to their business. The case between the Club and Carl Kennedy it tantamount to a family dissolution case in that it involves the interest of the business, the requirements of a former board of director pursuant to the By-Laws, and the financial interest of the company.

17. While Ms. Hausmann denies that she ever represented the Club, such denials defy logic are contrary to the attached exhibits and are contrary to Plaintiff Club's position that Ms. Hausmann was its former counsel.

Based upon the attached exhibits, Ms. Hausmann formerly represented the Club to rewrite its By-Laws, to be involved in litigation matters regarding collected monies on behalf of the Club, and in giving the Club an alleged undocumented loan. Clearly those former representations are substantially similar to the issues involved between the Club and Defendant Kennedy in this matter and as such, would require disqualification pursuant to Rule 4.1-9 as stated by the Supreme Court in *Dunegan*. See *Blamey v Menadier*, 283 So.2d 938 (Fla. 3rd DCA 2019) (holding that disqualification of attorney was justified where attorney drafted a proposed term sheet, bills for the term sheet were

paid for by the corporation and attorney did various other legal tasks for corporation prior to the suit and the lawsuit involved the term sheet). In *Blamey*, the attorney drafted a term sheet which became a subject matter of litigation between the parties. In this case, the exhibits attached to this motion evidence that Ms. Hausmann amended and rewrote the corporation's By-Laws which control the obligations of directors to the corporation. The dispute is now between the corporation and a former director regarding alleged violations of those duties and obligations.

18. Although Wendy Hausmann has already informed this Court that The Florida Bar is considering an Inquiry against her filed by Plaintiff Club, an actual violation of ethical rules is not a prerequisite to granting a motion for disqualifying an attorney to avoid the appearance of impropriety. See *Kenn Air Corp. v Gainesville-Alachua County Regional Airport Authority*, 593 So.2d 1219 (Fla. 1st DCA 1992). In *Kenn Air Corp.*, the corporation sought to disqualify the opposing attorney based upon the fact that the former attorney represented the corporation's prior predecessor in interest. *Id.* at 1221. In this case, Ms. Hausmann represented Plaintiff Club, not Plaintiff Club's predecessor in interest. If the court found disqualification was necessary when the attorney represented a corporation's predecessor in interest, how much more so when the attorney represented the actual corporation.

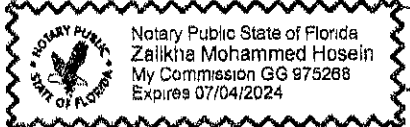
19. The *Kenn Air Corp.* Court went on to hold that Rule 4-1.9 prohibits an attorney from switching sides because under Rule 4-1.6, the duty of confidentiality requires all attorneys to protect all confidences and information obtained during representation of a client, and the duty continues even after the attorney/client relationship is terminated. In *Kenn Air Corp.*, the attorney represented the corporation regarding the corporation's leases at the airport and an irrebuttable presumption arose

that the company had disclosed confidences to the attorney regarding leases and its operation related to leases. In this matter, based upon the exhibits attached hereto, Ms. Hausmann represented Plaintiff Club regarding the By-Laws, financial collection matters, and the interest of the company and threatened litigation by a former shareholder. The company now sues Defendant Kennedy over his duties as a director, the financial dealings of the company, and the financial interactions between Plaintiff Club and Ms. Hausmann. Just as the court found disqualification of the attorney in *Kenn Air Corp.*, this Court should also disqualify Ms. Hausmann. See *TTT Corp. v Jalis Development, Inc.*, 682 So.2d 1160 (Fla. 5th DCA 1996) (holding disqualification of attorney is warranted where attorney had gained access to corporation records and new lawsuit involved former corporate director).

WHEREFORE, Plaintiff Flying Club moves this Honorable Court for entry of a judicial default against Defendant Kennedy for failure to file a responsive pleading, and any other relief that this Court deems just and equitable.


GREGORY GILHOOLY

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18th day of July, 2020, by GREGORY GILHOOLY who is personally known to me or who produced FDL as identification and who did take an oath.



7/18/2024 
NOTARY PUBLIC

My Commission Expires: 7-4-2024

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via eportal this 27th day of July 2020, to Carl L. Kennedy, II, clktax@aol.com and to Wendy Hausmann, Esq., 20283 State Rd. 7, Suite 400, Boca Raton, FL 33498

_____/s/Edward F. Holodak_____
EDWARD F. HOLODAK, ESQ.
Attorney for Plaintiff
Fla. Bar No.: 059234
Edward F. Holodak, P.A.
7951 SW 6th Street, Ste. 210
Plantation, FL 33324
Tel.: 954-927-3436
pleadings@holodakpa.com

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

POMPANO SENIOR SQUADRON FLYING CLUB, INC.
(aka POMPANO BEACH FLYING CLUB)

Plaintiff,

and

Case No.: CACE 20-005993
Division (8)

CARL L. KENNEDY, II

Defendant.

NOTICE OF LIMITED APPEARANCE

Wendy A. Hausmann, Esquire, hereby files this Notice of Limited Appearance **on behalf of Carl L. Kennedy, II, Defendant**, for the limited purpose of **the hearing scheduled for 8:45 a.m. on July 14, 2020** to represent Mr. Kennedy in connection with his **Second Motion for Extension of Time Due to Plaintiff's Knowing and Intentional Interference with Defendant's Ability to Obtain Counsel, as well as Plaintiff's Opposition thereto and Motion for Judicial Default.**

Copies of all court papers in connection with these issue(s) should be served to the undersigned attorney, as well as to Mr. Kennedy, at the addresses listed below.

I hereby certify that on the 14th day of July, 2020, I served a copy of this document via the Florida e-portal to Edward Holodak, Esquire at pleadings@holodakpa.com.

Respectfully submitted,

/s/ Wendy A. Hausmann

Wendy A. Hausmann, Esquire
20283 State Road 7, Suite #400
Boca Raton, Florida 33498
(561) 477-5353
Fla. Bar No. 304300
hausmannw@aol.com

E-service:

/s/ Carl L. Kennedy, II
Carl L. Kennedy, II
2929 S. Ocean Blvd., #510
Boca Raton, FL 33432
304-552-0206
E-Mail Address: clktax@aol.com

From: hausmannw@aol.com
To: [Edward Holodak](#)
Cc: ciktax@aol.com
Subject: Our telephone call after the Hearing this morning
Date: Tuesday, July 14, 2020 11:34:59 AM

Mr. Holodak:

This will confirm that I called you almost immediately after the Hearing this morning to "play nice in the sandbox" and offered to mediate this case in the next 20 days (before Mr. Kennedy's responsive pleading is due in 30 days) rather than your client having to wait 45 days. In response, you advised me that your client "does not want to play nice in the sandbox" and objects to my accompanying Mr. Kennedy to mediation. You further advised that you would be filing a Motion to Disqualify me tomorrow and would be setting such Motion on Motion Calendar. I will object to your Motion to Disqualify me as being inappropriate for Motion Calendar, as such a Motion will clearly require testimony and other evidence. Kindly ensure that you coordinate an evidentiary hearing with both myself and Mr. Kennedy. I will have at least two (2) witnesses (in addition to Mr. Kennedy and myself) and I believe I will need 45 minutes to defend against such a Motion. If you need equal time, kindly obtain dates and times for a 90-minute hearing.

It seems antithetical to your client's alleged purpose in resolving this matter and obtaining whatever they need from Mr. Kennedy that they believe he has, to oppose my attendance at a mediation, as Mr. Kennedy would be within his rights, if he must go alone, to simply keep his mouth shut at a mediation if he is unable to have me there to participate. Is that what your client wants? To prolong this matter further? Again, this belies anything other than a witch-hunt of Carl Kennedy, rather than a legitimate business purpose.

I will await your Motion to Disqualify.

Wendy A. Hausmann

From: hausmannw@aol.com
To: [Edward Holodak](#)
Subject: PBFC - 5/13/20 Zoom Meetings
Date: Wednesday, May 13, 2020 11:31:29 AM

Mr. Holodak:

Although my client requested in writing of the PBFC Club Secretary, Greg Galyo (which request was copied to all Officers and Directors), that he be permitted to record the PBFC Board of Directors meeting as well as the general membership meeting beginning at 5:00 p.m. today on Zoom, as is available by the program. As of this writing he has received no response from Mr. Galyo.

Kindly advise your client to permit the recording of the Zoom meetings this evening for litigation hold purposes.

Thank you,
Wendy A. Hausmann

NOTICE: This e-mail message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you have received this e-mail in error, please notify us immediately by return e-mail or by telephone at 561.477.5353 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by THE LAW OFFICES OF WENDY A. HAUSMANN, 20283 STATE ROAD 7, SUITE 400, BOCA RATON, FL 33498, E-MAIL: hausmannw@aol.com.

Carl

-----Original Message-----

To: edward@holodakpa.com <edward@holodakpa.com>

Cc: clktax@aol.com <clktax@aol.com>

Sent: Fri, May 8, 2020 9:32 am

Subject: PBFC - Minutes of 5/4/20 Special Meeting

Mr. Holodak:

I have been provided a copy of the Minutes of the Special Meeting held by the PBFC Board of Directors on May 4, 2020. Unfortunately, the Minutes are inaccurate and must immediately be corrected to include the conspicuous omission of the Motion made by Robert Breeden to disavow and default on the monies owed to former members of PBFC. You see, Mr. Holodak, I was "present" for that Zoom meeting. I am a witness and will testify to Robert Breeden's Motion for attempted theft of former members monies. I personally saw his face and heard him speak the words. The omission from the Minutes is hardly inadvertent. It is reprehensible, outrageous and reveals the new Board of PBFC and its Officers to be both thieves and liars. Since I will be a witness to the events at the Special Meeting on May 4, 2020, I have already provided the contact information of a collection attorney to Carl Kennedy for dissemination to current members or former members as may be necessary or appropriate (current members are also entitled to the return of their \$1700 should they decide to withdraw from PBFC at this point as that is the contract into which they entered when they joined PBFC). My colleague will easily and without hesitation subpoena the "Zoom" records pertaining to the meeting held on May 4, 2020 to be used in any action, and of course, I can also provide him with a list of all participants at the Special Meeting.

The purpose of this email is solely to demand that your client correct the Minutes of the Special Meeting held on May 4, 2020 to accurately contain and reflect the Motion made by Robert Breeden during said meeting, as well as the immediately following response to same by the PBFC President in connection with a "non-refundable deposit", neither of which issues were noticed for this Special Meeting. Your client's underhanded, sneaky and far from transparent conduct will not be ignored or tolerated, nor will it be kept hidden or secret.

Please do not reply to this email as it will be not be read. This email is being sent solely to put you and PBFC on notice; it is not to open a dialogue between us.

Thank you,
Wendy A. Hausmann

WENDY A. HAUSMANN

Attorney and Counselor at Law

*Member Florida and
Maryland Bars

February 1, 2020

Pompano Beach Flying Club
c/o Treasurer - Carl L. Kennedy
2929 S. Ocean Blvd.
Unit #510
Boca Raton, FL 33432

Professional services

	<u>Hours</u>	<u>Amount</u>
1/30/20 Preparation of revisions to Corporate Bylaws; Multiple telephone conferences with Carl L. Kennedy re: same.	5.00	1,750.00
For professional services rendered	5.00	\$1,750.00
Balance due		<u>\$1,750.00</u>

Post date: 02/03/2020

Amount: \$ 1750.00

Account: 945259596

Check Number: 5984

POMPAHO FLYING CLUB
c/o CARL L. KENNEDY
2825 S. OCEAN BLVD., STE. #519
BOCA RATON, FL 33432
035-435-0035

BANK OF AMERICA, NA
00027001

5984

1/31/2020

PAY TO THE ORDER OF Wendy A. Havemann \$ 1,750.00

One Thousand Seven Hundred Fifty and 00/100 DOLLARS

Wendy A. Havemann
Attorney At Law
3704 Analla Drive
Delray Beach, FL 33448

MEMO

005984 1063400277# 00104030184

DEPOSIT ONLY
 1/31/2020
 1750.00
 JPMorgan Chase Bank, N.A.

From: Carl Kennedy <clktax@aol.com>
Date: May 10, 2020 at 7:55 PM
To: Carl Kennedy <clktax@aol.com>
Cc: Cbaker847 <cbaker847@gmail.com>, Gblohm <gblohm@runbox.com>, Borersj <borersj@g.cofc.edu>, Kobe Rc12 <kobe.rc12@gmail.com>, Shelbychristmas <shelbychristmas@gmail.com>, Gilc <gilc@cfnsfl.com>, Chrisdavy <chrisdavy@me.com>, Blueskydoc <blueskydoc@aol.com>, Carlos Figueroa <carlos_a_figueroa@mac.com>, Eac4Me <eac4me@gmail.com>, Tonyha81 <tonyha81@bellsouth.net>, Grantcorbett <grantcorbett@yahoo.com>, Markjohnson75 <markjohnson75@hotmail.com>, James <james@autobasecorp.com>, John <john@ewaycorp.com>, Rpmagnusson <rpmagnusson@me.com>, Evanairplane <evanairplane@gmail.com>, Jeff <jeff@drakealexander.com>, Inozick <inozick@gmail.com>, Luis Ochoa <luis.m.ochoa@gmail.com>, Antoniopalezuelos <antoniopalazuelos@gmail.com>, Mjrascoe <mjrascoe@gmail.com>, Morganwuzhere <morganwuzhere@gmail.com>, Hdossantosneto <hdossantosneto@gmail.com>, Cap9722 <cap9722@gmail.com>, Nsolano66 <nsolano66@hotmail.com>, Rosstigner <rosstigner@gmail.com>, Rolecall5 <rolecall5@gmail.com>, Sniper0910 <sniper0910@yahoo.com>, Blackbat <blackbat@bellsouth.net>, Ba5852 <ba5852@aol.com>, Djayoub <djayoub@bellsouth.net>, Marc Bajaj <marc.bajaj@gmail.com>, Martinbaybutt <martinbaybutt@aol.com>, Abiloukha <abiloukha@gmail.com>, Bobbreeden <bobbreeden@me.com>, Lesliebutzer01 <lesliebutzer01@yahoo.com>, Dcannaro <dcannaro@hotmail.com>, Wchurchill <wchurchill@scppartners.com>, Jamie <jamie@cliffordassociatesinc.com>, Maxcraddock <maxcraddock@gmail.com>, Gdarrow55 <gdarrow55@gmail.com>, Johndunne3774 <johndunne3774@comcast.net>, Dutranc <dutranc@gmail.com>, Marc <marc@allaircrafttraining.com>, Ggalyo <ggalyo@gmail.com>, Sgtgrg <sgtgrg@aol.com>, Justin Golda <justin.golda@yahoo.com>, Genesisproperty <genesisproperty@aol.com>, Matthanley123 <matthanley123@gmail.com>, Wingpropgo <wingpropgo@aol.com>, Barry Ttds <barry.ttds@gmail.com>, Ghill <ghill@ourhillhouse.com>, LHill@ourhillhouse.com <lhill@ourhillhouse.com>, Torholm <torholm@gmail.com>, Markjarvis21 <markjarvis21@gmail.com>, Seals1967 <seals1967@yahoo.com>, Carl Kennedy <clktax@aol.com>, Robbykennedy <robykennedy@yahoo.com>, J Kittay <j.kittay@icloud.com>, Rob <rob@patriotmarinellc.com>, Kevin Maclean <kevin.maclean@nee.com>, CLKTax@aol.com <clktax@aol.com>, Matosc <matosc@bellsouth.net>, Dsmcniel <dsmcniel@bellsouth.net>, Pilotasa <pilotasa@bellsouth.net>, Rick <rick@skydiveseb.com>, Eric <eric@myerscommercial.com>, Paul Nudelman <paul.nudelman@gmail.com>, J 32 <j.otero.32@gmail.com>, L Pastore <l.pastore@ops-corp.com>, Carrisachris <carrisachris@gmail.com>, Harry <harry@realtybythebeach.com>, Apotenti <apotenti@doublepconstruction.com>, Tgp103 <tgp103@gmail.com>, Josh Prince <josh_prince@outlook.com>, Reischer Mark <reischer.mark@gmail.com>, Kamarsblessed <kamarsblessed@yahoo.com>, Jrodengen <jrodengen@aol.com>, Deltico1 <deltico1@gmail.com>, Richsack <richsack@bellsouth.net>, Itel933 <itel933@netscape.net>, Sanchezpaulk <sanchezpaulk@mac.com>, Mosart <mosart@sebben.com>, Informationbravo <informationbravo@gmail.com>, Tiger <tiger@flightvelocity.com>, Steveswhere <steveswhere@msn.com>, Santiago <santiago@savigroup.com>, Sterlingwelch <sterlingwelch@yahoo.com>, Info <info@gerardwilliamsllaw.com>, Gworley Crna <gworley.crna@gmail.com>, Kergator <kergator@gmail.com>, Ayanikian <ayanikian@aol.com>, Zworthy2 <zworthy2@juno.com>
Subject: Fwd: PBFC - Minutes of 5/4/20 Special Meeting

Composite Exhibit 3²⁴

To All,

Below is my lawyer's response to me upon her review of Greg Gilhooly's letter today to former and presumably current members.

I thought I would share.

Respectfully,

Carl Kennedy

-----Original Message-----

To: clktax@aol.com <clktax@aol.com>

Sent: Sun, May 10, 2020 3:56 pm

Subject: Re: PBFC - Minutes of 5/4/20 Special Meeting

Carl:

I have read Gilhooly's letter to the Former Members. My response is.....

hahahahahahahahahahaha if he thinks he's going to get away with that! I would argue that the provision he quotes is a *supplement to, and not an "instead of"* as he is attempting to portray. I believe the entitled return of the \$1700 to the former and current members by PBFC is solid. The audacity this new Board has in attempting to discharge its responsibilities and cast you as the Devil is astonishing. I am certain "right" will prevail.

I have also reviewed Ms. Worley's e-mail, so before you ask me, I will say this. Ms. Worley has an impressive resume, but unfortunately it does not include being a lawyer.

My advice is....do nothing at this time....when the lawsuits start rolling in or inquiries are made of you as to how to proceed, simply give them the contact info I gave to you for my colleague. He is already on it.

Wendy

NOTICE: This e-mail message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you have received this e-mail in error,

please notify us immediately by return e-mail or by telephone at 561.477.5353 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by THE LAW OFFICES OF WENDY A. HAUSMANN, 20283 STATE ROAD 7, SUITE 400, BOCA RATON, FL 33498, E-MAIL: hausmannw@aol.com.

-----Original Message-----

From: Carl Kennedy <clktax@aol.com>
To: hausmannw@aol.com <hausmannw@aol.com>
Sent: Sun, May 10, 2020 3:11 pm
Subject: Fwd: PBFC - Minutes of 5/4/20 Special Meeting

Wendy,

For your review and advice.

Respectfully,

Carl

-----Original Message-----

From: Gregory Gilhooly <sgtgrg@aol.com>
To: clktax@aol.com <clktax@aol.com>
Cc: cbaker847@gmail.com <cbaker847@gmail.com>; gblohm@runbox.com <gblohm@runbox.com>; borersj@g.cofc.edu <borersj@g.cofc.edu>; kobe.rc12@gmail.com <kobe.rc12@gmail.com>; shelbychristmas@gmail.com <shelbychristmas@gmail.com>; chrisdavy@me.com <chrisdavy@me.com>; blueskydoc@aol.com <blueskydoc@aol.com>; carlos_a_figueroa@mac.com <carlos_a_figueroa@mac.com>; eac4me@gmail.com <eac4me@gmail.com>; tonyha81@bellsouth.net <tonyha81@bellsouth.net>; markjohnson75@hotmail.com <markjohnson75@hotmail.com>; james@autobasecorp.com <james@autobasecorp.com>; john@ewaycorp.com <john@ewaycorp.com>; rpmagnusson@me.com <rpmagnusson@me.com>; evanairplane@gmail.com <evanairplane@gmail.com>; jeff@drakealexander.com <jeff@drakealexander.com>; inozick@gmail.com <inozick@gmail.com>; luis.m.ochoa@gmail.com <luis.m.ochoa@gmail.com>; antoniopalazuelos@gmail.com <antoniopalazuelos@gmail.com>; mjrascoe@gmail.com <mjrascoe@gmail.com>; morganwuzhere@gmail.com <morganwuzhere@gmail.com>; hdossantosneto@gmail.com <hdossantosneto@gmail.com>; cap9722@gmail.com <cap9722@gmail.com>; nsolano66@hotmail.com <nsolano66@hotmail.com>; rosstigner@gmail.com <rosstigner@gmail.com>; rolecall5@gmail.com <rolecall5@gmail.com>; sniper0910@yahoo.com <sniper0910@yahoo.com>; blackbat@bellsouth.net <blackbat@bellsouth.net>; ba5852@aol.com <ba5852@aol.com>; djayoub@bellsouth.net <djayoub@bellsouth.net>; marc.bajaj@gmail.com <marc.bajaj@gmail.com>; martinbaybutt@aol.com <martinbaybutt@aol.com>; abiloukha@gmail.com <abiloukha@gmail.com>; bobbreeden@me.com <bobbreeden@me.com>; lesliebutzer01@yahoo.com <lesliebutzer01@yahoo.com>; dcannaro@hotmail.com <dcannaro@hotmail.com>; wchurchill@scppartners.com <wchurchill@scppartners.com>; jamie@cliffordassociatesinc.com <jamie@cliffordassociatesinc.com>; maxcraddock@gmail.com <maxcraddock@gmail.com>;

gdarrow55@gmail.com <gdarrow55@gmail.com>; lohndunne3774@comcast.net <lohndunne3774@comcast.net>; dutranc@gmail.com <dutranc@gmail.com>; marc@allaircrafttraining.com <marc@allaircrafttraining.com>; ggalyo@gmail.com <ggalyo@gmail.com>; justin.golda@yahoo.com <justin.golda@yahoo.com>; genesisproperty@aol.com <genesisproperty@aol.com>; matthanley123@gmail.com <matthanley123@gmail.com>; wingpropgo@aol.com <wingpropgo@aol.com>; barry.ttds@gmail.com <barry.ttds@gmail.com>; ghill@ourhillhouse.com <ghill@ourhillhouse.com>; LHill@ourhillhouse.com <LHill@ourhillhouse.com>; torholm@gmail.com <torholm@gmail.com>; markjarvis21@gmail.com <markjarvis21@gmail.com>; seals1967@yahoo.com <seals1967@yahoo.com>; clktax@aol.com <clktax@aol.com>; robbykennedy@yahoo.com <robbykennedy@yahoo.com>; j.kittay@icloud.com <j.kittay@icloud.com>; rob@patriotmarinellc.com <rob@patriotmarinellc.com>; kevin.maclean@nee.com <kevin.maclean@nee.com>; CLKTax@aol.com <CLKTax@aol.com>; matosc@bellsouth.net <matosc@bellsouth.net>; dsmcniel@bellsouth.net <dsmcniel@bellsouth.net>; pilotasa@bellsouth.net <pilotasa@bellsouth.net>; rick@skydiveseb.com <rick@skydiveseb.com>; eric@myerscommercial.com <eric@myerscommercial.com>; paul.nudelman@gmail.com <paul.nudelman@gmail.com>; j.otero.32@gmail.com <j.otero.32@gmail.com>; l.pastore@ops-corp.com <l.pastore@ops-corp.com>; carrisachris@gmail.com <carrisachris@gmail.com>; harry@realtybythebeach.com <harry@realtybythebeach.com>; apotenti@doublepconstruction.com <apotenti@doublepconstruction.com>; tgp103@gmail.com <tgp103@gmail.com>; josh_prince@outlook.com <josh_prince@outlook.com>; reischer.mark@gmail.com <reischer.mark@gmail.com>; kamarsblessed@yahoo.com <kamarsblessed@yahoo.com>; jrodengen@aol.com <jrodengen@aol.com>; deltico1@gmail.com <deltico1@gmail.com>; richsack@bellsouth.net <richsack@bellsouth.net>; itel933@netscape.net <itel933@netscape.net>; sanchezpaulk@mac.com <sanchezpaulk@mac.com>; mosart@sebben.com <mosart@sebben.com>; informationbravo@gmail.com <informationbravo@gmail.com>; tiger@flightvelocity.com <tiger@flightvelocity.com>; steveswhere@msn.com <steveswhere@msn.com>; santiago@savigroup.com <santiago@savigroup.com>; sterlingwelch@yahoo.com <sterlingwelch@yahoo.com>; info@gerardwilliamsllaw.com <info@gerardwilliamsllaw.com>; gworley.crna@gmail.com <gworley.crna@gmail.com>; kergator@gmail.com <kergator@gmail.com>; ayanikian@aol.com <ayanikian@aol.com>; zworthy2@juno.com <zworthy2@juno.com>
Sent: Sun, May 10, 2020 3:00 pm
Subject: Re: PBFC - Minutes of 5/4/20 Special Meeting

Attached hereto are two files. File #1 are the current by laws File #2 A letter sent to past members

Thank you
Gregory Gilhooly
President, Pompano Beach Flying Club

-----Original Message-----

From: Carl Kennedy <clktax@aol.com>
To: sgtgrg@aol.com <sgtgrg@aol.com>
Cc: cbaker847@gmail.com <cbaker847@gmail.com>; gblohm@runbox.com <gblohm@runbox.com>; borersj@g.cofc.edu <borersj@g.cofc.edu>; kobe.rc12@gmail.com <kobe.rc12@gmail.com>; shelbychristmas@gmail.com <shelbychristmas@gmail.com>; chrisdavy@me.com <chrisdavy@me.com>; blueskydoc@aol.com <blueskydoc@aol.com>; carlos_a_figueroa@mac.com <carlos_a_figueroa@mac.com>; eac4me@gmail.com <eac4me@gmail.com>; tonyha81@bellsouth.net <tonyha81@bellsouth.net>; markjohnson75@hotmail.com <markjohnson75@hotmail.com>; james@autobasecorp.com <james@autobasecorp.com>; john@ewaycorp.com <john@ewaycorp.com>; rpmagnusson@me.com <rpmagnusson@me.com>; evanairplane@gmail.com <evanairplane@gmail.com>; jeff@drakealexander.com <jeff@drakealexander.com>; inozick@gmail.com <inozick@gmail.com>; luis.m.choa@gmail.com <luis.m.choa@gmail.com>; antoniopalazuelos@gmail.com <antoniopalazuelos@gmail.com>; mjrascoe@gmail.com <mjrascoe@gmail.com>; morganwuzhere@gmail.com <morganwuzhere@gmail.com>; hdossantosneto@gmail.com <hdossantosneto@gmail.com>; cap9722@gmail.com

<cap9722@gmail.com>; nsolano66@hotmail.com <nsolano66@hotmail.com>; rosstigner@gmail.com <rosstigner@gmail.com>; rolecall5@gmail.com <rolecall5@gmail.com>; sniper0910@yahoo.com <sniper0910@yahoo.com>; blackbat@bellsouth.net <blackbat@bellsouth.net>; ba5852@aol.com <ba5852@aol.com>; djayoub@bellsouth.net <djayoub@bellsouth.net>; marc.bajaj@gmail.com <marc.bajaj@gmail.com>; martinbaybutt@aol.com <martinbaybutt@aol.com>; abiloukha@gmail.com <abiloukha@gmail.com>; bobbreeden@me.com <bobbreeden@me.com>; lesliebutzer01@yahoo.com <lesliebutzer01@yahoo.com>; dcannaro@hotmail.com <dcannaro@hotmail.com>; wchurchill@scppartners.com <wchurchill@scppartners.com>; jamie@cliffordassociatesinc.com <jamie@cliffordassociatesinc.com>; maxcraddock@gmail.com <maxcraddock@gmail.com>; gdarrow55@gmail.com <gdarrow55@gmail.com>; johndunne3774@comcast.net <johndunne3774@comcast.net>; dutranc@gmail.com <dutranc@gmail.com>; marc@allaircrafttraining.com <marc@allaircrafttraining.com>; ggalvo@gmail.com <ggalvo@gmail.com>; sgtgrg@aol.com <sgtgrg@aol.com>; justin.golda@yahoo.com <justin.golda@yahoo.com>; genesisproperty@aol.com <genesisproperty@aol.com>; matthanley123@gmail.com <matthanley123@gmail.com>; wingpropgo@aol.com <wingpropgo@aol.com>; barry.ttds@gmail.com <barry.ttds@gmail.com>; ghill@ourhillhouse.com <ghill@ourhillhouse.com>; LHill@ourhillhouse.com <LHill@ourhillhouse.com>; torholm@gmail.com <torholm@gmail.com>; markjarvis21@gmail.com <markjarvis21@gmail.com>; seals1967@yahoo.com <seals1967@yahoo.com>; Carl Kennedy <clktax@aol.com>; robbykennedy@yahoo.com <robbykennedy@yahoo.com>; j.kittay@icloud.com <j.kittay@icloud.com>; rob@patriotmarinellc.com <rob@patriotmarinellc.com>; kevin.maclean@nee.com <kevin.maclean@nee.com>; CLKTax@aol.com <CLKTax@aol.com>; matosc@bellsouth.net <matosc@bellsouth.net>; dsmcniel@bellsouth.net <dsmcniel@bellsouth.net>; pilotasa@bellsouth.net <pilotasa@bellsouth.net>; rick@skydiveseb.com <rick@skydiveseb.com>; eric@myerscommercial.com <eric@myerscommercial.com>; paul.nudelman@gmail.com <paul.nudelman@gmail.com>; j.otero.32@gmail.com <j.otero.32@gmail.com>; l.pastore@ops-corp.com <l.pastore@ops-corp.com>; carrisachris@gmail.com <carrisachris@gmail.com>; harry@realitybythebeach.com <harry@realitybythebeach.com>; apotenti@doubleconstruction.com <apotenti@doubleconstruction.com>; tgp103@gmail.com <tgp103@gmail.com>; josh_prince@outlook.com <josh_prince@outlook.com>; reischer.mark@gmail.com <reischer.mark@gmail.com>; kamarsblessed@yahoo.com <kamarsblessed@yahoo.com>; jrodengen@aol.com <jrodengen@aol.com>; deltico1@gmail.com <deltico1@gmail.com>; richsack@bellsouth.net <richsack@bellsouth.net>; itel933@netscape.net <itel933@netscape.net>; sanchezpaulk@mac.com <sanchezpaulk@mac.com>; mosart@sebben.com <mosart@sebben.com>; informationbravo@gmail.com <informationbravo@gmail.com>; tiger@flightvelocity.com <tiger@flightvelocity.com>; steveswhere@msn.com <steveswhere@msn.com>; santiago@savigroup.com <santiago@savigroup.com>; sterlingwelch@yahoo.com <sterlingwelch@yahoo.com>; info@gerardwilliamslaw.com <info@gerardwilliamslaw.com>; gworley.crna@gmail.com <gworley.crna@gmail.com>; kergator@gmail.com <kergator@gmail.com>; ayankian@aol.com <ayankian@aol.com>; zworthy2@juno.com <zworthy2@juno.com>

Sent: Fri, May 8, 2020 10:45 am

Subject: Fwd: PBFC - Minutes of 5/4/20 Special Meeting

To All,

Please see below the e-mail my attorney sent to the PBFC attorney regarding the special meeting on 05-04-2020 in connection with Bob Breeden's motion to disavow monies owed to former and current members.

Respectfully,

WENDY A. HAUSMANN

Attorney and Counselor at Law

*Member Florida and
Maryland Bars

February 11, 2020

Mr. Amaury Ortiz
7107 Quail Hollow Blvd.
Wesley Chapel, FL 33544

RE: Pompano Beach Flying Club

Dear Mr. Ortiz:

This letter will serve as a demand for payment of the debt you owe to the Pompano Beach Flying Club for charges incurred by you in connection with membership dues and/or flying time. Your debt has been assigned to this office for collection.

As of the date hereof, demand is made for the amounts of \$841.69 as reflected by the attached invoice. If we are forced to pursue this matter through litigation, we will additionally seek pre-judgment and post judgment interest as allowed by law.

It is imperative that you contact this office within thirty (30) days from the date hereof to discuss this matter. If we have not reached a resolution within thirty (30) days, I have the right to commence legal proceedings against you to recover the debt without any additional or further notice to you and this letter may be offered in court in any trial of this matter.

IMPORTANT CONSUMER INFORMATION

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt and mail you a copy of such verification. If you request of this office in writing within thirty (30) days of receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is from a debt collector.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Kindly give this matter your prompt attention.

Very truly yours,

Wendy A. Hausmann
Wendy A. Hausmann
Attorney at Law

31000 State Road 7, Suite 7100, Boca Raton, Florida 33434
Telephone: (561) 475-3133 E-mail: hausmann@wpaol.com

29
Composite Exhibit 4

Wendy A. Hausmann, Esq.
20283 State Road 7
Suite #400
Boca Raton, FL 33498

WEST PALM BEACH FL 334

14 FEB 2023 PH 1 L

Mr. Armaury Ortiz
7107 Quail Hollow Blvd.
Wesley Chapel, FL 33544

33544-250307

141111111111111111111111

WENDY A. HAUSMANN

Attorney and Counselor at Law

*Member Florida and
Maryland Bars

February 1, 2020

Pompano Beach Flying Club
c/o Treasurer - Carl L. Kennedy
2929 S. Ocean Blvd.
Unit #510
Boca Raton, FL 33432

Professional services

	<u>Hours</u>	<u>Amount</u>
1/30/20 Preparation of revisions to Corporate Bylaws; Multiple telephone conferences with Carl L. Kennedy re: same.	5.00	1,750.00
For professional services rendered	5.00	\$1,750.00
Balance due		<u>\$1,750.00</u>

Composit Exhibit # 315

JPMORGAN CHASE & Co.

Post date: 02/03/2020
Amount: \$ 1750.00

Account: 945259596
Check Number: 5984

POMPANO FLYING CLUB
 DR CARL L KENNEDY
 2818 S. OCEAN BLVD, STE #510
 BOCA RATON, FL 33432
 954-992-9700

BANK OF AMERICA, N.A.
 25027031

5984

1/3/2020

PAY TO THE ORDER OF Wendy A. Hausmann \$ 1,750.00

One Thousand Seven Hundred Fifty and 00/100 DOLLARS

Wendy A. Hausmann
 Attorney At Law
 3704 Arelia Drive
 Coral Gables, FL 33446

MEMO

⑆005984⑆ ⑆06⑆⑆00277⑆ ⑆010400184⑆⑆

DEPOSITS ONLY
 945259596
 FOR DEPOSIT ONLY
 JPMorgan Chase Bank, N.A.
 DATE

From: <hausmannw@aol.com>
Date: Thu, Nov 14, 2019 at 6:29 PM
Subject: Re: PBFC Meeting - 11/13 - Response to Questions
To: <brentbutrym@gmail.com>
CC: <clktax@aol.com>

Carl:

Kindly forward this, my below email to Brent Butrym, to all members of the Board and anyone else you may deem appropriate. Thank you.

Mr. Butrym:

Since you appear insistent on, and even attempted to again cause chaos for the PBFC at last night's membership meeting by having someone else do your dirty work in your absence, I have requested and been granted the opportunity to reply to your email and answer your questions below, as I believe they address legal matters.

1. Treasurer's assistant

I am fully aware of this issue. I have advised both Carl and the BOD regarding same. Now I will explain it very clearly to you, Sir.

You are not now, nor were you ever, "Assistant Treasurer". In addition, you are not now, nor were you ever, a "non-voting member of the Board". Neither of those positions are valid or legal under the PBFC Bylaws. They do not, and cannot, exist without a parliamentary revision to the Bylaws. Period. There are only 5 permissible members of the BOD, whether "without voting privileges" or not. There are only 4 permissible Officers. At best, it sounds like perhaps for a few minutes, maybe you volunteered to be the Treasurer's assistant. Much different than Assistant Treasurer. These are not just semantics. The difference is huge. A Treasurer's assistant is like a secretary. No authority, no liability, no rights. A Treasurer's assistant goes to Office Depot and gets new rolls of paper for the calculator, puts checks in order, whatever the Treasurer asks him/her to do. On the other hand, an Assistant Treasurer, like an Assistant Manager, has the same authority as the manager and stands in the manager's place in the manager's absence. Similarly, an Assistant Treasurer has authority, rights and liabilities.

Moreover, Mr. Butrym, it is quite evident that you do not wish to *assist* the Treasurer, Carl Kennedy, in any way, shape or form. You want to monitor, supervise and constitute surveillance over him. Your motives are malevolent, not benevolent. And I will provide advice and "protect" the BOD to the extent that my client is a member of it and their interests are derivative of, or coincide with, his.

In any event, if you are still interested and desire to volunteer to be the person who goes to Office Depot, kindly advise Carl. Otherwise, you have no legitimate purpose and are not needed in connection with the Treasurer of PBFC. I hope that puts an end to this issue and clears up any confusion you may have had to date.

2. PBFC audit

Mr. Butrym, your animosity against Carl Kennedy is so obvious and pervasive as to be an intrusion and permanent interference with the current audit process. Communications by any member with the auditing firm are entirely inappropriate and have irreparably tainted and compromised the integrity of the process initiated with this firm by the BOD. I intend to do everything in my power to convince each member of the BOD that the current audit *must* be terminated immediately, and without further cost to the Club, due to the lack of neutrality and impartiality caused by the member(s) contacting the auditing firm without the knowledge and participation of the BOD. Such hypocritical conduct is unconscionable and reeks of the sneakiness and underhandedness which you attribute to my client. Where is the transparency in the members who communicated with the auditing firm? Do they wish to identify themselves and make known their communications? For the sake of transparency, of course. I hope it is realized that the auditing firm has no privilege of confidentiality with you or any other individual member of PBFC, Mr. Butrym. Such communications comprise billable time for which the Board is paying and to which they should be privy.

With respect to your not even veiled accusation that there is a nefarious motive because the audit isn't moving quickly enough for your liking, perhaps you are unaware that PBFC is a hobby for Carl Kennedy and he has a full-time day job that requires his prioritized attention. He also has multiple functions within the Club that take a good portion of his "spare" time as well. If you can put more hours in a day, I'm sure Carl will be willing to fill them with performing extra, beyond the ordinary that he already does, accounting-related functions for the Club. If not, kindly be reminded that patience is a virtue. Be virtuous.

At this point I see 3 viable options regarding this audit. Either 1) get a new firm for the external audit and make it clear that there are to be no communications with PBFC members without full knowledge of the BOD. The BOD hired the firm and is paying for it. They are the client of the firm; 2) do an internal audit; or 3) drop these ridiculous antics, everybody play nice in the sandbox together, and go have a good time flying airplanes. You know this battle of spite is threatening to cause the decimation of PBFC, and you simply aren't going to get the "dirt" you want for or about Carl Kennedy. Take your pick, Mr. Butrym. But if you think I am going to watch you try to put my client's head on a platter because you clearly have a personal axe to grind, you need to look into my reputation more closely.

Do not hesitate to contact me should you have further questions or require additional clarification with respect to these 2 issues.

Thank you,
Wendy A. Hausmann
561.477.5353

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-----Original Message-----

From: Kennedy <clktax@aol.com>
To: WENDY HAUSMANN <hausmannw@aol.com>
Sent: Wed, Nov 13, 2019 8:14 pm
Subject: Fwd: PBFC Meeting - 11/13 - Questions

Sent from my iPhone

Begin forwarded message:

From: Brent Butrym <NoReply@timesync.com>
Date: November 13, 2019 at 5:37:29 PM EST
To: Carl Kennedy <clktax@aol.com>
Subject: PBFC Meeting - 11/13 - Questions
Reply-To: brentbutrym@gmail.com

Unfortunately, I am unable to attend tonight's meeting. I went out of town on business last minute.

Will someone ask the following questions:

Why was I appointed assistant treasurer and then un-appointed when I started asking questions about the \$165,000 in expenses that have yet to be explained? I did not resign as was falsely reported. Seems like someone is trying to keep something hidden.

The board keeps talking about an independent accountant conducting an "audit or review." He has received nothing and hasn't heard from Carl yet. Kinda hard to do one's job without the requested documents. It's been three months since the engagement letter was signed. Will there actually be an independent review conducted?

And somebody PLEASE either record the audio of the meeting or send out minutes after?

Thank you,

Brent Butrym

From: **Gregg Galvo** <ggalvo@gmail.com>
Date: Sun, Nov 17, 2019 at 3:22 AM
To: Brent Butrym <brentbutrym@gmail.com>
Cc: Robert L. Breeden <bobbreeden@me.com>

Hello Brent,

I agree. The way she talks, it's apparent she is protecting the BOD and has stated she is advising them. She also threaten you in the end. Funny how she is quoting the bylaws but the BOD don't adhere to the them but that's okay. Her recommendations in the end shouldn't be addressed to you, they should be addressed to the BOD. Typically BS.

r/Gregg

CHASE for BUSINESS

Printed from Chase for Business

\$10,000.00

Dec 20, 2019

1281

Total

Post date

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THE LAW OFFICES OF WENDY HAUSMANN 01-11 ATTORNEY OPERATING ACCOUNT 20283 STATE ROAD 7 STE. 400 BOCA RATON, FL 33498-6904		63-8413 2670 41754	1281
PAY TO THE ORDER OF <u>Pompano Sr. Squashon Flyng Club \$10,000.00</u> <u>Ten thousand 00/100</u>		DATE <u>12/20/19</u>	DOLLARS
CHASE JPMorgan Chase Bank, N.A. www.Chase.com		<u>Wendy A. Hausmann</u>	
MEMO <u>Loan</u>		94525959611281	
⑆ 267084131⑆		94525959611281	

Exhibit 7
87

1 IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
2 IN AND FOR BROWARD COUNTY, FLORIDA
3 CASE NO.: CACE20005993 (08)

4
5 POMPANO SENIOR SQUADRON FLYING
6 CLUB, INC., a Florida Corporation,
7 Plaintiff,

8 vs.

9 CARL KENNEDY, individually,
10 Defendant

1 _____ /
1 1 TRANSCRIPT OF PROCEEDING
12 VIA ZOOM VIDEO CONFERENCE BEFORE
13 THE HONORABLE DAVID HAIMES
14 JULY 8, 2021
15 11:00 a.m. - 11:49 a.m.

16
17 Empire Legal Reporting
18 110 SE 6th Street, Suite 1701
19 Fort Lauderdale, FL 33301
20 (954) 241-1010
21 www.EmpireReporters.com

22
23 REPORTED BY:
24 MICHELLE MEJIA, COURT REPORTER
25 NOTARY PUBLIC, STATE OF FLORIDA

INDEX TO APPEARANCES

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	(NONE .)	

P R O C E E D I N G S

1
2 THE COURT: All right. We're still a little
3 bit early on the Pompano Senior Squadron case at 11:00.
4 Let me ask, have you all been able to resolve who is
5 our court reporter?

6 MR. HOLODAK: Good morning, Your Honor. I
7 didn't realize we had two.

8 THE COURT: Okay. This is Plaintiff's Motion
9 To Disqualify, so who's plaintiff's counsel?

10 MR. HOLODAK: Ed Holodak, Your Honor. We'll
11 take our court reporter, seeing it's our motion.

12 THE COURT: Who is your court reporter?

13 MR. HOLODAK: That's a good question.

14 THE COURT REPORTER: Good morning. I'm here
15 on behalf of Mr. Edward Holodak.

16 THE COURT: You're here?

17 THE COURT REPORTER: Yes.

18 THE COURT: All right. No video?

19 THE COURT REPORTER: No, I'm sorry.

20 THE COURT: Are you going to be able to take
21 this down, okay?

22 THE COURT REPORTER: Yes, everything's fine.

23 THE COURT: What agency are you with?

24 THE COURT REPORTER: I'm with Empire.

25 MS. SEITER: (Inaudible), Your Honor.

1 THE COURT: No. Hang on one second, Ms.
2 Salter (ph). It's Salter, right?

3 MS. SEITER: Seiter (ph).

4 THE COURT: Seiter. I'm sorry. I can't read
5 that.

6 MS. SEITER: It's okay.

7 THE COURT: So, I think it's -- Ms. Hausmann,
8 you represent Mr. Kennedy?

9 MS. HAUSMANN: Yes, Your Honor. Good morning.

10 THE COURT: Good morning. I take it you hired
11 Ms. Seiter?

12 MS. HAUSMANN: Yes, Your Honor.

13 THE COURT: All right. You agree I release
14 her? There's -- Mr. Holodak, he's the one who set the
15 motion down, and he's the one who filed the motion.
16 So, I think he gets to pick the court reporter, right?

17 MS. HAUSMANN: That's fine, Your Honor. Thank
18 you, Ms. Seiter. Have a good day.

19 MS. SEITER: You all have a nice day, too.
20 Thank you.

21 MR. HOLODAK: Thank you.

22 MS. HAUSMANN: Your Honor, before we get
23 started, I know we're set from 11 to 11:30. I don't
24 know if the Court recalls back in September when there
25 was a discussion about how long this would be set for,

1 and I requested four hours for several witnesses and
2 argument, and you said you would only be taking
3 argument today. So, I just wanted to confirm that that
4 was the case.

5 THE COURT: At the end of the day, (inaudible)
6 disqualify. Ms. Hausmann, I think it's clear at one
7 point you represented Pompano Senior Squadron Flying
8 Club, right? And Mr. Kennedy's now trying or paying
9 you to represent him individually.

10 And so I mean, I don't think there's much of
11 a, you know, really a factual dispute, you know, where
12 I need to take evidence on certain matters.

13 But at the end of the day, Mr. Holodak, we've
14 talked about this many times as well. Yeah, I can go
15 ahead and if I were to disqualify Ms. Hausmann, you
16 know, Mr. Kennedy was representing himself. Is that
17 really what you want to do?

18 Do you want to deal with Mr. Kennedy by
19 himself? And all he's going to do is pick up the phone
20 unofficially and call Ms. Hausmann. And so, all it's
21 going to do is create more work for you, and then for
22 all these other people that are on -- I know every time
23 we get several numbers of the Pompano Senior Squadron
24 Flying Club.

25 And so I'm telling you-all, it's going to cost

1 you more money because your squadron club is going to
2 have pay Mr. Holodak more attorney's fees just to have
3 to deal with Mr. Kennedy as a pro se litigant unless he
4 does hire another attorney which he did at one point,
5 but that attorney was (inaudible).

6 MS. HAUSMANN: Your Honor, actually that's not
7 the case. He wouldn't be pro se. The case law is
8 very, very clear that even if you disqualify me, I am
9 still permitted to represent him at all pretrial and
10 posttrial proceedings. There is no qualification to
11 that law.

12 MR. HOLODAK: Who --

13 MS. HAUSMANN: I'm sorry?

14 MR. HOLODAK: Pardon me. I didn't mean to
15 interrupt you.

16 MS. HAUSMANN: I'm speaking. Your Honor, I
17 would still be participating --

18 THE COURT: Hang on, hang on. Let me ask the
19 questions. All right. So, you're saying that if it
20 goes to trial before the jury, you would not be -- Mr.
21 Kennedy would either have to have another attorney or
22 he would have to represent himself, right?

23 MS. HAUSMANN: If you granted the Motion For
24 Disqualification, yes.

25 THE COURT: All right.

1 MR. HOLODAK: Judge, I respectfully disagree
2 with that position.

3 THE COURT: I'll hear it in a minute, but I
4 think there's, you know, legal aspects to it but, you
5 know, I'm looking at this case and I think at a
6 minimum, you know, you may be called as a witness.
7 Correct, Ms. Hausmann?

8 MS. HAUSMANN: If I were going to be called as
9 a witness, first of all I'm not a necessary material,
10 indispensable, or a featured witness or a central
11 figure. If I were going to be called as a witness it
12 would -- the rule pertains to calling me as a witness
13 for Mr. Kennedy's case, not from Mr. Holodak's case.

14 THE COURT: Right.

15 MS. HAUSMANN: The rule is not -- the object
16 of the rule is not to permit the opposing party to call
17 me as a witness. The rule pertains to -- I have to be
18 unnecessary -- I ought to be called as a witness by Mr.
19 Kennedy on my own client's behalf. I will give you --
20 I have all the case law, Your Honor. Steinberg says
21 very clearly. I am to be --

22 THE COURT: Have you checked with the Florida
23 Bar by the way?

24 MS. HAUSMANN: Your Honor, I believe that the
25 Bar has --

1 THE COURT: Have you gotten a ruling?
2 Typically, you contact the Bar because again, this is
3 your Bar license that you have to worry about as well,
4 right?

5 MS. HAUSMANN: Yes.

6 THE COURT: The Florida Bar, they want, you
7 know, unless you stayed on as an attorney. What's the
8 conflict? My understanding is usually in these
9 situations where somebody wants to stay on when there's
10 a Motion To Disqualify they say, "Look Judge, I've
11 already run this by the Bar, and the Bar said it's
12 fine." You haven't even taken that step to run this by
13 the Bar?

14 MS. HAUSMANN: Your Honor, there is -- the
15 Club did file a complaint I believe, as a tactile
16 measure. Your Honor, I believe, especially with the
17 argument I'm going to give you today and the case law
18 I'm going to give you today --

19 THE COURT: (Inaudible).

20 MS. HAUSMANN: I am not --

21 THE COURT: (Inaudible) it's risky, all right?

22 MS. HAUSMANN: Your Honor, I don't believe I
23 have a conflict representing him in this case.

24 THE COURT: We're going to get to that. All
25 right. So, the bottom line is, this is for legal

1 argument only. Let's just start this on this record.

2 Again, we have a court reporter. This is on
3 20-5993, Pompano Senior Squadron Flying Club Inc.
4 versus -- it's also Pompano Senior Squadron Flying
5 Club, Inc., but I don't think that's the correct style.
6 If I look at the actual Complaint it was Carl Kennedy.

7 MS. HAUSMANN: Your Honor --

8 THE COURT: It's styled as Pompano Senior
9 Squadron Flying Club, Inc. versus Carl Kennedy
10 individually.

11 MR. HOLODAK: Yes, sir. You're already issued
12 an order to have the clerk correct the style.

13 THE COURT: Can I get appearances on behalf of
14 the plaintiff?

15 MR. HOLODAK: Edward Holodak, Your Honor,
16 appearing on behalf of the Plaintiff Pompano Senior
17 Squadron Club.

18 THE COURT: All right, Mr. Holodak. And then
19 on behalf of Mr. Kennedy?

20 MS. HAUSMANN: Good morning, Your Honor.
21 Wendy Hausmann on behalf of Carl Kennedy.

22 THE COURT: All right. Good morning, Ms.
23 Hausmann. I know we've already had a lot of dialogue.
24 I take it that's all on the record. Ms. Mejia, you've
25 been taking everything so far, correct?

1 THE COURT REPORTER: Yes, since the beginning
2 if that's okay.

3 THE COURT: Yeah, that's fine. I should have
4 done this from the beginning, gotten the appearances.
5 Okay. So we have a Complaint, and so Pompano Senior
6 Squadron Flying Club, Inc. versus Carl Kennedy. We've
7 corrected that.

8 For whatever reason, the clerk's office, when
9 they input it, they put it incorrectly but that should
10 have been taken care of. It has not been, so I don't
11 know if you want to put a note. I have Maria the court
12 clerk here. I'm going to have her put a note to fix
13 the style.

14 The Complaint, you know, is Count 1 for the
15 county. Count 2 is for injunction, and I should let
16 the record reflect that it's in the -- actually in the
17 Complaint that part of the allegations is that Mr.
18 Kennedy, he was a prior treasurer of the Plaintiff
19 Flying Club, and he wrote a bunch of checks himself.

20 And one of the questions is, it has to do with
21 checks written to Wendy Hausmann, Esquire and others.
22 And Ms. Hausmann, you're actually even named in the
23 body of the Complaint.

24 And so Mr. Kennedy has retained Ms. Hausmann
25 as his attorney, and Mr. Holodak you're moving to

1 disqualify Ms. Hausmann. It's your motion, Mr.
2 Holodak. What's the basis?

3 MR. HOLODAK: Judge, thank you. You're
4 correct as to the summary of the Complaint and the
5 issues involved here. And the case law that we
6 submitted to the Court is clear that the party moving
7 for disqualification has two burdens.

8 One is to show that there was an
9 attorney/client relationship. Once that is shown, and
10 I believe the Court's already recognized that the
11 documentation we supported supports that.

12 That there is an irreputable presumption that
13 confidence or confidences were disclosed to Ms.
14 Hausmann in this case. The second point for
15 disqualification is that it's my burden to show that
16 the work Ms. Hausmann did or the Club previously, is
17 either the same or substantially related to the issues
18 that are involved in this lawsuit and once we do that,
19 Ms. Hausmann is disqualified.

20 As opposed to her argument that she made
21 earlier that she can still continue to represent Mr.
22 Kennedy up until the day of trial, that is inaccurate.
23 That portion of the law only applies if you Judge, find
24 that there's no conflict, but that Ms. Hausmann is
25 going to be a witness at trial.

1 All of the cases that she has cited to are all
2 related to her being called as a witness. The fact
3 that the Court finds disqualification, and I think
4 based upon the documentation we've submitted, the Court
5 must find that.

6 According to the Kenn Air case that we
7 submitted from the 1st DCA 1992, Ms. Hausmann is out
8 immediately. There is a provision whereas a holding in
9 the Kenn Air case that says, "Upon disqualification,
10 the attorney is out now because the potential damage at
11 subsequent proceedings."

12 I don't think this is a trial. It says,
13 "Because of the potential damage of subsequent
14 proceedings, having the prior attorney represent the
15 current defendant is a basis for disqualification now."

16 It's just like, Judge, when you move to recuse
17 a trial judge. The trial judge doesn't say, "Well,
18 I'll sit in everything up until the date of trial."
19 The trial judge is out immediately.

20 If there's a disqualification, it's based upon
21 the fact that Ms. Hausmann was the Club's attorney, and
22 based upon the case law, there is an irrefutable
23 presumption that confidences were disclosed.

24 So, she can't sit through the remainder of
25 this case. She can't even communicate with Mr. Kennedy

1 regarding this case. As the Court indicated
2 beforehand, Mr. Kennedy, behind the scenes could talk
3 to her. That would be a violation of the Order.

4 THE COURT: All right. There's a Bar rule
5 that was it. It's rule 4-1.9.

6 MR. HOLODAK: Right.

7 THE COURT: It's styled "Conflict of
8 Interest/Former Client. A lawyer who has formally
9 represented a client in a matter must not afterwards,
10 not may, it's a must (a) represent another person in
11 the same order substantially related matter in which
12 that person's interests are materially adverse to the
13 interest of the former client unless the former client
14 gives informed consent." Are you giving consent?

15 MR. HOLODAK: We are not Judge, and Ms.
16 Hausmann's never consulted with anybody on the Board
17 regarding her potential conflict and asked for consent.
18 But I will represent to the Court my client will
19 consent to Ms. Hausmann representing Mr. Kennedy.

20 THE COURT: Okay. The rule goes on. There's
21 (b), "Use information relating to the reference in case
22 to the disadvantage of the former client except what
23 rules will permit or acquire with respect to my client
24 or when the information has become generally known or
25 see and reveal information relating to the

1 representation except as these rules would permit or
2 require with respect to the client."

3 So, your argument is -- and there's another
4 case. All I did was reference back to the Florida Bar
5 rules, and what our rules say is that you cannot
6 represent a client against a former client if it
7 involves the same or a substantially related matter.
8 And you're saying --

9 MR. HOLODAK: Exactly, Your Honor.

10 THE COURT: And that's what going on here.
11 Ms. Hausmann represented the Plaintiff Squadron and or
12 Flying Club, and that now the lawsuit pertaining to
13 matters where she had represented the Flying Club
14 before, and now it's either the same or substantially
15 related matters, correct?

16 MR. HOLODAK: That is exactly our point,
17 Judge.

18 THE COURT: Response, Ms. Hausmann?

19 MS. HAUSMANN: Yes, Your Honor. Matters are
20 also substantially related. The 2006 (inaudible) to
21 the rule if they involve the same transaction or legal
22 dispute or if the current matter would involve the
23 lawyer and the type of the work that the lawyer
24 performed for the former client.

25 Your Honor, my connection with the Club is

1 very limited. I reviewed and made suggestions to bylaw
2 that are now 11 years old and were a matter of public
3 record on the Club's website until the new Board took
4 over.

5 This -- as far as I know Your Honor, the
6 inquiry that you need to make to determine if I should
7 be disqualified is one, was my work on those bylaws
8 substantially related to the current lawsuit?

9 There is absolutely nothing in the Complaint
10 or anywhere else that refers to the bylaws except their
11 existence and my working on them.

12 There is no provision in the Complaint that
13 says, "Article 5 Section 2 says the treasurer can or
14 can't or there's absolutely nothing in the Complaint.

15 The record doesn't show anything that the
16 bylaws proposed suggestions that I made are in any way,
17 let alone substantially related to this lawsuit. The
18 same thing --

19 THE COURT: Let me just -- we'll go step by
20 step here. Mr. Holodak, if all she did and the only
21 issues here was her review of bylaws 11 years ago,
22 would you be moving to disqualify Ms. Hausmann?

23 MS. HAUSMANN: I'm sorry, not 11 years. I
24 didn't do them 11 years ago, Your Honor. They've been
25 in existence for 11 years. They haven't changed, they

1 were never -- my revisions were never considered or
2 adopted by the new Board at all. So, all I did was
3 take the public bylaws and --

4 THE COURT: When did you do this?

5 MS. HAUSMANN: I did some in the beginning.
6 I think in 2018 or 2018, maybe the beginning of 2019,
7 and then I didn't do anything for the Club. I did make
8 a loan to the Club at the end of December, but I hadn't
9 done any work on the bylaws or anything else, and I
10 didn't anticipate doing any more work at that time, so
11 they were not my client at the time I made the loan.
12 But that is not an issue.

13 THE COURT: Okay. So, you did work in 2018.
14 Did you get paid for it?

15 MS. HAUSMANN: Yes.

16 THE COURT: How much did the plaintiff pay
17 you?

18 MS. HAUSMANN: I believe like \$1750.

19 THE COURT: The only money you got from the
20 Plaintiff Squadron Flying Club was \$1,750 for a legal
21 fee.

22 MS. HAUSMANN: No, Your Honor. I also -- in
23 2020, in January or February, I did -- I concluded some
24 revisions for them, and I was paid for that. I don't
25 recall how much on that, but it was fairly

1 consequential.

2 THE COURT: Okay. Plus an inconsequential
3 amount. So, I take it that's even less than 1750. How
4 much was the loan that you made to the Pompano Senior
5 Squadron Flying Club?

6 MS. HAUSMANN: It was \$10,000, Your Honor.

7 THE COURT: Did they pay you back?

8 MS. HAUSMANN: Yes.

9 THE COURT: Did you get interest?

10 MS. HAUSMANN: Yes.

11 THE COURT: What was the interest on there?

12 MS. HAUSMANN: Mr. Kennedy said he paid me ten
13 percent interest.

14 THE COURT: All right. So let me ask, Mr.
15 Holodak, is a \$10,000 loan and interest and the \$1,750
16 of legal fees plus an inconsequential following
17 payments, is that an issue in this case?

18 MR. HOLODAK: They are Judge, because there's
19 no promissory note between Ms. Hausmann and the Club.
20 There's no documentation showing what the terms of this
21 alleged loan was. There's no documentation showing
22 what the evidence was.

23 There's simply a check from Ms. Hausmann to a
24 client and the check back from the client to Ms.
25 Hausmann with extra monies, and the monies represented

1 more than 12 percent interest or ten percent interest
2 that she's saying, and there are no terms.

3 And when we took Ms. Hausmann's deposition,
4 she suddenly couldn't remember anything about the loan.
5 If I submit the deposition to the Court, almost every
6 one of her answers were, "I don't remember, I don't
7 remember, I don't remember."

8 THE COURT: Well anyway, at the end of the day
9 you have one count of the accounting. Part of that
10 accounting has to do with this loan.

11 MR. HOLODAK: Part of that accounting has to
12 do with this. Part of the accounting is also whether
13 Mr. Kennedy complied with the bylaws which Ms. Hausmann
14 has just admitted that she edited, and the bylaw issue
15 Judge, with due respect to Ms. Kennedy or I'm sorry,
16 Ms. Hausmann, is not the only issue. And I've got an
17 email that was attached from Ms. Hausmann to a
18 member --

19 MS. HAUSMANN: Your Honor?

20 MR. HOLODAK: Hold on, Ms. Hausmann. I didn't
21 interrupt you.

22 MS. HAUSMANN: Your Honor, I'm sorry but if
23 we're going to get into evidence, then I'm going to ask
24 for --

25 THE COURT: We're not going to get into a

1 four-hour hearing on stuff that is not in dispute, all
2 right? So, we're going to start with what everybody
3 agrees, and we'll see if I can go on that.

4 If I have to have a four-hour hearing to make
5 a determination, obviously that will have to be another
6 day. So again, so Mr. Holodak, you're saying that in
7 addition to this loan, what else is at issue in this
8 lawsuit with respect to Ms. Hausmann?

9 MR. HOLODAK: Whether or not Mr. Kennedy
10 properly filed -- followed the bylaws as part of the
11 injunction and as part of the accounting. It's going
12 to come down to whether or not he properly followed the
13 bylaws which Ms. Hausmann has now just represented to
14 the Court that she in fact edited on behalf of the
15 association.

16 So, the document that she edited is going to
17 be an issue in a lawsuit when it comes to Mr. Kennedy's
18 defenses.

19 THE COURT: And part of his defense might be
20 that "Hey, I was just relying upon my attorney or the
21 attorney for the flying club."

22 MR. HOLODAK: Yes, Judge. By advice of
23 counsel and I followed the bylaws. You have no issue
24 with me. So clearly, Ms. Hausmann's going to be a
25 material witness on that issue.

1 And then Judge, with respect, there's an email
2 from Ms. Hausmann. She may say that it's disputed, but
3 it's from her email to a member of the Club --

4 MS. HAUSMANN: Your Honor, this -- if this is
5 going to get evidence --

6 MR. HOLODAK: Ms. Hausmann, please do not
7 interrupt me. Don't interrupt me.

8 THE COURT: I'm not going to --

9 MS. HAUSMANN: I have to object.

10 THE COURT: You dispute. All right. So,
11 since we're not having an evidentiary today, I'm not
12 going to consider the email for now. All right.

13 MR. HOLODAK: Judge, but it goes to the
14 material issue of whether or not the work is
15 substantially the same. Ms. Hausmann has represented o
16 the Court that the only issue --

17 THE COURT: This is a lot easier issue than --
18 all right. So Ms. Hausmann, okay, I'm going to read
19 you the Bar rule again, all right? And again, this is
20 supposed to be for your protection, all right? You're
21 bound by the --

22 MS. HAUSMANN: I understand I'm bound by the
23 rules of the Florida Bar, Your Honor. I do.

24 THE COURT: Regulated by the Florida Bar. And
25 one of the rules says, "Rule" -- I'm going to read it

1 again, "4-1.9, conflict of interest, former client."

2 "A lawyer," that would be you, "was formally
3 representing a client," meaning the Pompano Squadron
4 Senior Squadron Flying Club, "in a manner must not
5 afterwards (a), represent another person," here Mr.
6 Kennedy," in the same or substantially related matter
7 in which that person's interests are materially adverse
8 to the interest of the former client unless the former
9 client gives informed consent."

10 They're not giving informed consent, so they
11 are representing that your loan is part of the issue in
12 this case. So, that would be a same matter.

13 I know you're saying it doesn't, you know,
14 that it's not a big deal, the \$10,000 loan. You gave
15 them 10,000. They gave you 10,000 back. There was
16 some interest, so what? But that's -- that is a same
17 or substantially related matter, correct?

18 MS. HAUSMANN: Your Honor, no. I don't agree.
19 If it -- and the substantially matter, if it was
20 substantially related -- and I'd like to qualify before
21 I go on, Your Honor.

22 Whatever money they paid me wasn't
23 inconsequential in the fact that it was nothing. I
24 understand that any money is money, but I'm talking --
25 I wanted to reflect that there were not thousands of

1 dollars paid.

2 And in any event, again Your Honor, the loan
3 -- nothing about the loan itself other than its
4 existence has been shown in the record to be adverse to
5 either party.

6 Any testimony I could give -- and again, the
7 Steinberg case doesn't permit Mr. Holodak to call me as
8 a witness. That is not what the rule is for. The rule
9 is to protect me from Mr. Kennedy calling me as a
10 witness.

11 THE COURT: (Inaudible).

12 MS. HAUSMANN: Yes, Your Honor. Steinberg --
13 yes, Your Honor. Steinberg, the Winn-Dixie Stores 121
14 So. 3d 622. It's a 4th DCA 2013. Your Honor, I'd also
15 like to point out that there's never been any --
16 there's nothing in the record or any allegation that
17 that \$10,000 loan was either made or received
18 improperly.

19 There's no allegation that Mr. Kennedy said
20 that I wrote a check to Mr. --

21 THE COURT: I'm going to look at your case
22 first.

23 MS. HAUSMANN: Okay.

24 THE COURT: The attorney spoke with the store
25 manager, a witness and that was it. And based on that,

1 they wanted to disqualify the attorney. The Court did
2 disqualify the attorney and the 4th reversed it, right?

3 MS. HAUSMANN: Yes.

4 THE COURT: Okay. That's a lot different than
5 they represented a former client, right?

6 MS. HAUSMANN: But Your Honor, my
7 representation was isolated to the bylaws. I did not
8 represent the Club for that loan, and that really --

9 THE COURT: But you made a loan and that loan
10 is an issue in this case. How is that not the same?

11 MS. HAUSMANN: Your Honor, you will see from
12 Steinberg that my --

13 THE COURT: Again, your client is accused of
14 taking, being the treasurer of the squadron --

15 MS. HAUSMANN: Yes.

16 THE COURT: -- the Pompano Squadron Flying
17 Club --

18 MS. HAUSMANN: Yes.

19 THE COURT: -- writing personal checks to
20 himself, right? Or writing a bunch of checks for a
21 credit card and doing things and not complying with the
22 bylaws.

23 MS. HAUSMANN: No, Your Honor. There's
24 nothing in the Complaint about him not complying with
25 the bylaws.

1 THE COURT: You're not getting --

2 MS. HAUSMANN: The bylaws are not mentioned at
3 all.

4 THE COURT: Him not getting authorization, so
5 your client is going to admit he did not comply with
6 the bylaws?

7 MS. HAUSMANN: No, he's not going to admit
8 that. What I'm saying is, there's nothing in the
9 record to tie my work on the bylaws with the
10 plaintiff's claim for an accounting. There is no
11 provision in the bylaws that says --

12 THE COURT: Are you going to represent to this
13 Court that your client is not going to ever mention to
14 the jury of factfinder, "Hey, I contacted my attorney
15 for advice. My attorney said" -- not my attorney. "I
16 contacted the attorney for the flying club," basically
17 you, "to make sure that what I was doing was correct."
18 Your client's not going to say that?

19 MS. HAUSMANN: No. He didn't inquire of me
20 about any of his conduct or anything that he did for
21 the Club, Your Honor. We're not talking about that.

22 The bylaws -- my suggestions have nothing to
23 do with a complaint or the issue of an accounting.

24 I mean, I don't understand. There's no tie in
25 with the bylaws. There's no specific violation that

1 they're alleging with the bylaws and my proposed
2 revisions are absolutely of no import, that the club
3 didn't even ask about the bylaws for the revisions in
4 my deposition.

5 They can't be central issues and substantially
6 related. The record has no support for that. The
7 deposition should have flushed out as opposed to not
8 asking at all, and he was permitted to do so.

9 MR. HOLODAK: Yes. With due respect that is
10 totally disingenuous because Ms. Hausmann stipulated at
11 the beginning of the deposition she would not answer
12 any questions except directly as it relates to the
13 promissory note or whether or not the promissory note
14 or loan existed because she's under investigation by
15 the Florida Bar, and she said she wouldn't answer any
16 questions in her deposition other than the actual note.

17 MS. HAUSMANN: Your Honor, that's absolutely
18 false.

19 MR. HOLODAK: So, that's number one. Number
20 two Judge --

21 MS. HAUSMANN: That's false, Your Honor. That
22 is absolutely false, and if that were on the record, he
23 should have been producing that deposition and that's
24 where he says that I restricted his inquiry.

25 I've got emails from him and between us, Your

1 Honor, where he says he's going to ask about the
2 bylaws, I said I had no problem with that.

3 I did not restrict his inquiry, and if he
4 thinks that I did and is making those statements which
5 are utterly false, he should have produced a deposition
6 transcript.

7 He doesn't -- he didn't even order the
8 deposition transcript, Your Honor. That's how of
9 little important it was, and how little he asked me of
10 significance as to whether or not I had any knowledge
11 about this case. Whether or not I had talked about any
12 confidential information. Whether or not I had access
13 or exposure to any financial documents or any documents
14 of the club.

15 Whereas in Mr. Holodak's cases, there was
16 exposure to claim files. There was exposure to
17 personal, confidential information between two parties.

18 THE COURT: All right. Give me another case
19 because the case that you cited has nothing to do with
20 an attorney who represented a former client now, you
21 know, now representing a new client or former clients
22 and being a witness. That was a totally different
23 scenario where the person just happened to possibly be
24 a witness (inaudible).

25 MS. HAUSMANN: But Your Honor, the rule is the

1 same. Steinberg says, "I am to be barred" --

2 THE COURT: It's not the same. You're titling
3 -- they're citing a totally different Bar rule. The
4 Bar rule they're citing there is the one of where one
5 should not act as an advocate of a trial which the
6 lawyer likely -- is likely to be a witness, a necessary
7 witness on behalf of the client.

8 MS. HAUSMANN: On behalf of my client.

9 THE COURT: Correct. That rule is not an
10 issue here. You're under a different rule. The one
11 having to do with conflict of interest where you
12 represented the opposing party as their attorney.
13 Okay?

14 MS. HAUSMANN: Your Honor, I did not --

15 THE COURT: You have a prima case.

16 MS. HAUSMANN: I did not generally represent
17 -- I was never general counsel. I did not represent
18 the plaintiff at all times. I did a couple of specific
19 isolated projects for them.

20 My work on the bylaws is complete -- if the
21 bylaws were so important Your Honor, how come there is
22 no recitation or reference to them, specifically
23 anywhere at any time?

24 There is no allegation that he violated
25 provision this, that, or article lists that -- they are

1 just -- and so, there is no substantial relationship to
2 my proposed suggestions to those bylaws.

3 They are unrelated completely, not just not
4 substantially related, and the loan is also not
5 substantially related.

6 It's not a central issue in this case, Your
7 Honor because if it were, it would have been flushed
8 out more by the plaintiff at my deposition and it
9 wasn't.

10 There weren't any questions about the bylaws.
11 There weren't any questions about any accounting.
12 There wasn't any questions about whether I obtained
13 information or financial records that were not
14 otherwise available and generally known.

15 MR. HOLODAK: Judge, we'll send you the email
16 screen and we will produce the deposition that will
17 directly contradict what Ms. Hausmann is representing.

18 THE COURT: I don't need that.

19 MR. HOLODAK: Additionally --

20 MS. HAUSMANN: Your Honor?

21 MR. HOLODAK: -- Your Honor --

22 THE COURT: I don't need that. Hang on. I
23 don't need that.

24 MR. HOLODAK: Okay. In accounting, Judge, you
25 know, Ms. Hausmann keeps saying there's nothing --

1 THE COURT: Ms. Hausmann, anything further?

2 MS. HAUSMANN: Yes, Your Honor. I have quite
3 a bit further. This is of extreme gravamen for them to
4 be moving to disqualify a parties chosen counsel.

5 I actually -- I would like to make my argument
6 and cite my case law, and if necessary, if the Court is
7 in any way implying to grant the Motion For
8 Disqualification, I would like an evidentiary hearing.

9 I would like to make my argument, Your Honor.
10 Disqualification is an extraordinary and drastic remedy
11 that should only be resorted to sparingly. I have
12 eight case citations for that starting with Orcana (ph)
13 versus (inaudible) --

14 THE COURT: Nobody disputes that.

15 MS. HAUSMANN: Okay. The inquiry of this
16 Court, I believe, should be as follows. Was my work on
17 the bylaws or the loan I made substantially related to
18 the current lawsuit?

19 What am I in material indispensable featured
20 witness or a central figure because of the bylaws or
21 the loan who in accordance with Steinberg ought to be
22 called as a witness by Mr. Kennedy.

23 THE COURT: Okay.

24 MS. HAUSMANN: Would my testimony be
25 adverse --

1 THE COURT: I disagree with that second prong.
2 Here's the prongs that I see. The first issue is
3 whether there was an attorney/client relationship
4 between the former client and counsel, and I think it's
5 undisputed that you were -- that there was an
6 attorney/client relationship between the Pompano Senior
7 Squadron Flying Club and yourself.

8 MS. HAUSMANN: Not at all times, Your Honor.
9 They were a former client at one point.

10 THE COURT: Hang on. Stop. That's not what
11 the inquiry is. The inquiry is simple.

12 Was there an attorney/client relationship
13 between yourself and the Pompano Senior Squadron Flying
14 Club? Not a major one, not a minor one. Was there an
15 attorney/client relationship? There clearly was.

16 As you've conceded, you got paid even though
17 it was only \$1,750 plus another inconsequential amount.
18 You represented them. Period end. That's not in
19 dispute.

20 MS. HAUSMANN: Only with --

21 THE COURT: The second inquiry then is,
22 whether the manner in which the lawyer subsequently
23 represented the interest adverse to the former client,
24 is the same or substantially related to the matter in
25 which it represented the former client?

1 So here, you have a loan. Okay, here you
2 have, you know, getting you represented for whatever
3 you did for them, you know, is -- and you got paid for
4 doing some representation to them.

5 Is that a matter that is either the same or
6 substantially related to the matter in this case? And
7 based on the allegations in the Complaint, your name is
8 in there. It's part of the accounting is payments made
9 to Wendy Hausmann. That's one of the allegations in
10 the Complaint.

11 MS. HAUSMANN: Your Honor, just because they
12 -- that's -- just because they put my name in the
13 Complaint and they want to make me a material witness
14 doesn't make it so.

15 And in fact, the case law again -- I'll cite
16 to Singer Island -- Singer Island Limited, Inc. versus
17 Budget Construction Co., 714 So. 2d 651, 4th DCA 1998.

18 "The rule of acquiring a lawyer to withdraw
19 when he expects to be a witness was not designed to
20 permit a lawyer to call opposing counsel as a witness
21 and thereby disqualify him as counsel." I will also
22 cite to --

23 THE COURT: Wait, slow down for one second.

24 MS. HAUSMANN: I'm sorry.

25 THE COURT: So, what was the allegation there?

1 Yeah, see he did not represent the other side. This
2 was not a conflict of interest case. There, all the
3 attorney did was write a letter on behalf of the
4 current client, and so he might become a witness
5 because of the letter.

6 It might be a fact witness. This is not --
7 again, this is totally -- it's a totally different set
8 of problems when it's a disqualification case --

9 MS. HAUSMANN: Your Honor, I have no
10 information.

11 THE COURT: It's a conflict-of-interest case.
12 It's pretty cut and clear, Ms. Hausmann. I've had
13 these all the time where you represented the opposing
14 side. It's inherently. And again, and this is the
15 language from the cases. There is an irrefutable
16 presumption. Confidences were disclosed during the
17 relationship. Again --

18 MS. HAUSMANN: Your Honor?

19 THE COURT: The problem is you can't ignore
20 the fact that you at one point were retained by Pompano
21 Senior Squadron Flying Club.

22 MS. HAUSMANN: Your Honor, that is not the end
23 of the inquiry. The record has to reflect how I work
24 on the bylaws or how that loan is prejudicial even to
25 the plaintiff, Your Honor. It is not adverse to my

1 former client.

2 I had no information to provide other -- and
3 that's why Mr. Holodak only, you know, there was nothing
4 to elicit in my deposition because the only information
5 I had would -- it is not adverse to the plaintiff. It
6 is not prejudicial to the plaintiff. It is also not
7 adverse to my client.

8 It also again, is not substantially related to
9 the accounting. Just because they say the loan is an
10 issue because they want to make it an issue doesn't
11 make it substantially related for the purposes of
12 disqualifying me, Your Honor.

13 That is a very drastic remedy, and they have
14 made -- there is no showing in the record whatsoever
15 that my loan in any way is substantially related to
16 this accounting.

17 There was no allegation of any kind that were
18 was anything nefarious about the loan in my having made
19 it. And there was nothing about how on Monday, I gave
20 him a check for \$10,000 and on Tuesday, Mr. Kennedy
21 wrote a check for \$10,000 to Pompano Lexus.

22 There's nothing about the -- my having made
23 the loan that is in anyway adverse to my former client
24 or my current client. They are not substantially
25 related enough to cause my disqualification; Your Honor

1 and I have substantial case law on the fact that this
2 is a tactile and vexatious maneuver.

3 I have cited to Ocara (ph) (inaudible). I
4 have cited to Singer Island. The rule was not intended
5 to permit opposing counsel to call on me as a witness
6 and disqualify me for that basis.

7 The comment to the rule, 4-1.9 said I shall
8 not use information relating to the representations of
9 the disadvantage of the former client. I have not done
10 that.

11 There is no record support that any
12 information relating to my representation when I did
13 the bylaws and that was my representation, Your Honor.

14 I most certainly, ximoutantly, oppose the
15 allegation that they were my client at the time of the
16 loan. That is for the Bar to decide and based on
17 evidence that that claim, and whether or not it is
18 substantially related, should be reflected in the
19 record, Your Honor.

20 In order for you to -- for them to support
21 their Motion To Disqualify, the have to show -- they
22 have the burden of showing that ought to be called as a
23 witness. They have on behalf of client.

24 It is not -- the case law does not support
25 them calling me as a witness. That is clear that the

1 comments say and Buchanan -- the object of Buchanan
2 was that a lawyer should avoid testifying to avoid
3 putting the attorney in the predicament of having to
4 argue credibility of his own testimony.

5 It was not to permit an attorney to call
6 opposing counsel as witness and thereby disqualifying
7 him. That's in (inaudible) Field Warrant versus Philip
8 Edward PA. It's 574 So. 2d 325, 4th DCA 1991.

9 It's also cited in Singer Island and it's also
10 cited in Steinberg. Those three cases all say the
11 object of Buchanan, and they had different fact
12 situations. Jacob Buchanan is to preclude an attorney
13 from giving testimony that would be adverse to the
14 client or the former client.

15 Nobody -- there is no record that any
16 testimony I have is adverse to either party. And also,
17 I have to be a necessary witness on Mr. Kennedy's
18 behalf. They need to establish that I ought to be
19 called as a witness on behalf of my client in
20 accordance with Ray B Stuckey 491 So. 2d 1211. That's
21 a 1st District case, a 1st DCA 1986.

22 So, both Ray and Steinberg -- Steinberg's a
23 4th DCA 2013. It cites to Ray and says that in order
24 to be a necessary witness, I am only to be barred from
25 representing him if I am likely to be, one, a necessary

1 witness. Two, on Mr. Kennedy's behalf.

2 This was totally done as a tactile and
3 vexatious maneuver, Your Honor. They -- I am in their
4 way. There is nothing substantially related, and Your
5 Honor, which you asked earlier also, they don't want me
6 just disqualified. They want me excluded.

7 And the case law is uncontroverted without
8 qualification, without exception. The rule
9 specifically says and the case law specifically holds
10 that I -- that a lawyer shall not act as advocate at
11 trial in which the lawyer is likely to be a necessary
12 witness on behalf of the client, quoting Columbo v
13 Puig, 745 So. 2d 1106, Fla. 3rd DCA 1999.

14 This was quoted in Cerillo v Highley which is
15 a 4th DCA case 2001 at 797 So. 2d 1288. The key words
16 here are "at trial." Therefore, it follows that a
17 lawyer may act as an advocate at pretrial before the
18 start of the trial, and posttrial after the judgement
19 is rendered proceedings. That is also cited in Riddle
20 v Riddle which is a 4th DCA --

21 THE COURT: You're just making the same
22 arguments over and over. We need to wrap up.

23 MR. HOLODAK: Judge, may I have an opportunity
24 to speak?

25 THE COURT: No.

1 MS. HAUSMANN: Your Honor, so again, the case
2 law's quite clear that even if you disqualify me, I am
3 still permitted specifically to -- there is no contrary
4 law that says I cannot represent him all the way up to
5 trial and after trial.

6 THE COURT: And you have made that arguments
7 as well. All right. Anything further?

8 MR. HOLODAK: Judge, I have a few things.

9 MS. HAUSMANN: Your Honor, I don't believe
10 their motion was legally sufficient. I don't believe
11 they have met their burdens. I believe there is a
12 paucity in the records to support their motion. They
13 only assert an alleged. I believe that you have to
14 deny this motion, Your Honor.

15 THE COURT: I'm going to grant the motion. I
16 think all of the case law and all of the arguments
17 you're making are completely distinguishable. You're
18 far failed.

19 The basis for the Court disqualifying you is
20 not that you may be a material witness. That's a whole
21 different line of inquiry. The basis for the Court is
22 that you have a conflict of interest.

23 There's a two-prong test for determining
24 whether disqualification is warranted under that, and
25 it's the Bill Morris USA v ADA Carl (ph) case, 207 So.

1 3d 944, Florida 4 District Court of Appeals case from
2 2016.

3 The first issue is whether there was an
4 attorney/client relationship between the former client,
5 meaning the Pompano Squadron Flying Club and counsel,
6 Ms. Hausmann. Its existence creates an irrefutable
7 presumption that confidences were disclosed during a
8 relationship, et cetera.

9 And the second inquiry is whether the matter
10 in which the lawyer subsequently represents the
11 interest adverse to the former client is the same or
12 substantially related to the matter in which it
13 represented the former client.

14 Here again, that's not disputed that you have
15 what's at issue or the accounting which includes the
16 payments, includes the loan. It is the same.

17 There's no need for an evidentiary hearing,
18 and I do recognize that disqualification is an
19 extraordinary remedy and should only be resorted to
20 sparingly.

21 That being said, I think the Florida Bar rules
22 are crystal clear, and Ms. Hausmann, I think when you
23 just look at the Bar rules you should not have taken on
24 Mr. Kennedy as a client in this situation.

25 The Bar rule is clear that when it's what's

1 formerly represented a client, and the matter must not
2 afterwards represent another person in the same or
3 substantially related matter in which that person's
4 interest or material adverse to the interest of the my
5 client unless there's consent, and there's no consent
6 here.

7 I think the case law is crystal clear.
8 There's no factual evidence to be developed here, and
9 so I am granting the Motion To Disqualify.

10 I think it's probably a good thing for you as
11 well, Ms. Hausmann, and I'm not sure -- you certainly
12 animated about it. I'm not sure what's going on.

13 Maybe it's because they filed a complaint
14 against you or what not, but this is a situation where
15 Mr. Kennedy needs to get another attorney now.

16 MS. HAUSMANN: Your Honor, are you saying that
17 I cannot represent him in pretrial proceedings?

18 THE COURT: You are disqualified from the
19 case.

20 MS. HAUSMANN: Your Honor, I understand that.
21 Are you specifically ruling that I cannot represent him
22 in pretrial proceedings?

23 THE COURT: You are disqualified from -- you
24 are no longer representing Mr. Kennedy because you
25 represented the plaintiff in this case before and these

1 involve the same matters including substantial legal
2 matters.

3 MS. HAUSMANN: Okay.

4 THE COURT: So, if you want to take it up file
5 your writ, and then Mr. Holodak, you're going to have
6 to -- your client's going to have to pay the fees? And
7 again, this is what I advised you of. Be careful what
8 you wish for, Mr. Holodak.

9 So, now the case probably gets stayed if she
10 wants to take it up to the 4th but then Ms. Hausmann,
11 you're going to have to certainly advise your client
12 that if you lose in the 4th, and I think the case law
13 is crystal clear on this.

14 I know your argument that the case law is
15 crystal clear in your favor, but you're citing case law
16 that has nothing to do with the issues that are
17 presented before me.

18 MS. HAUSMANN: Your Honor, I believe the law
19 is the law.

20 THE COURT: Just so that Mr. Kennedy is aware
21 that if, you know, he loses on appeal that it may cost
22 him even more attorney's fees. So -- but it's up to
23 you.

24 I certainly -- I know you feel strong about it
25 and that's what the 4th is for if you want to take it

1 up. But that's the Court's ruling.

2 You are disqualified from representing Mr.
3 Kennedy and not just at trial but in all matters. You
4 all have a great day. Be healthy and safe.

5 MR. HOLODAK: Thank you, Your Honor. I'll
6 prepare the order and submit it to the Court.

7 THE COURT: Great. We can just cite for the
8 reasons stated on records.

9 MR. HOLODAK: And we'll do so, Your Honor.
10 Thank you. Madam Court Reporter, if you could produce
11 a copy of the transcript for me, please.

12 THE COURT REPORTER: Okay. Is regular -- no
13 rushes, right? It's fine, right?

14 MR. HOLODAK: Regular is fine.

15 THE COURT REPORTER: Okay.

16 THE COURT: I need to get on with the 11:30,
17 so you can always pick up --

18 MS. HAUSMANN: I'd like a transcript as well,
19 Madame Court Reporter.

20 THE COURT REPORTER: Okay. No problem. I'll
21 send out an email.

22 MS. HAUSMANN: Thank you.

23 MR. HOLODAK: Thank you, Your Honor.

24 (Thereupon, the proceedings end at 11:49 a.m.)
25

CERTIFICATE

STATE OF FLORIDA

COUNTY OF BROWARD

I, BRENDA SALIBA, being an official transcriptionist of electronically recorded proceedings, do hereby certify that the conclusive represent a true and correct transcription of the electronically recorded proceedings which took place on THURSDAY, JULY 8, 2021.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



Brenda Saliba
BRENDA SALIBA, Official Transcriptionist

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ZOOM 1:12

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE20005993 DIVISION 08 JUDGE David A Haimes

Pompano Senior Squadron Flying Club, Inc.

Plaintiff(s) / Petitioner(s)

v.

Carl L Kennedy II

Defendant(s) / Respondent(s)

**ORDER ON PLAINTIFF'S VERIFIED MOTION TO DISQUALIFY WENDY
HAUSMANN ESQ. AS DEFENDANT'S COUNSEL**

THIS CAUSE having come before the Court for hearing on July 8, 2021 on Plaintiff's, POMPANO SENIOR SQUADRON FLYING CLUB, INC. (Plaintiff "Club") Verified Motion to Disqualify Counsel Pursuant to Florida Bar Rule 4-1.9, and the Court having considered arguments of counsel, the Verified Motion, the uncontested facts, and after due consideration, it is

ORDERED AND ADJUDGED that Plaintiff Club's Motion for Disqualification is hereby **GRANTED** for the reasons stated on the record (Court Reporter present) at the July 8, 2021 hearing and for the reasons further articulated as follows.

It is undisputed that Wendy Hausmann, Esq., had previously been retained as counsel by Plaintiff Club, where she had made recommended edits to plaintiff's Bylaws. Ms. Hausmann was paid by Plaintiff Club for such work. It is also undisputed that Wendy Hausmann, Esq., had made a Ten Thousand Dollar (\$10,000) loan to Plaintiff Club and was paid back with interest on that loan by plaintiff. Finally, the Complaint in the present case seeks an accounting from and an injunction against Defendant Kennedy for the time he was the treasurer of Plaintiff Club to account for expenditures and return financial documents to Plaintiff Club. The accounting includes payments made by Plaintiff Club to Ms. Hausmann for her services and for the loan. Therefore, the present case involves the same matter (or at a minimum substantially similar matters).

Pursuant to Florida Bar Rule 4-1.9, Ms. Hausmann is precluded from representing the Defendant in the present case against her former client due to a conflict of interest absent consent by the plaintiff. Here, the Plaintiff Club never consented to, and in fact objected to, Wendy Hausmann's representation of Defendant Kennedy in this matter. Pursuant to well established Florida law, the Plaintiff Club has established the requirements for disqualification. See *Philip Morris USA, Inc. v. Caro*, 207 So.3d 944 (Fla. 4th DCA 2016) (setting forth the requirements).

Therefore, Wendy Hausmann, Esq. is hereby disqualified as acting in any capacity in this matter as Defendant Kennedy's counsel as of the date of this Order.

DONE and ORDERED in Chambers, at Broward County, Florida on 07-09-2021.

CACE20005993 07-09-2021 9:21 AM



CACE20005993 07-09-2021 9:21 AM

Hon. David A Haimes

CIRCUIT JUDGE

Electronically Signed by David A Haimes

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