

IN THE CIRCUIT COURT OF THE 17<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

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

Plaintiff/Counter-Defendant,  
and

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

CARL L. KENNEDY

Defendant/Counter-Plaintiff.

**AMENDED RESPONSES TO PLAINTIFF'S  
REQUEST FOR PRODUCTION OF DOCUMENTS**

I, Carl L. Kennedy, II, respond to Plaintiff's Request for Production and represent that the precise word usage and sentence structure of the responses herein may be that of attorneys and does not purport to be, and is not necessarily, my exact language. I also generally object to all instructions and definitions contained in Plaintiff's Request for Production to the extent they differ from the Florida Rules of Civil Procedure.

1. Copy of any and all retainer agreements or employment contracts between yourself and Wendy Hausmann, Esq.

None.

2. Copy of any and all employment or retainer agreements between POMPANO SENIOR SQUADRON FLYING CLUB, INC (the "Club") and Wendy Hausmann.

None.

3. Copy of any and all checks, written on any account belonging to the Club, to you for any reason during the past five (5) years.

Objection. (1) Overbroad and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations); (3) Irrelevant at this stage of proceedings (this Request relates to an accounting itself and is inappropriate unless and until Plaintiff has established its entitlement to an accounting in accordance with well-settled Florida law regarding this principle). Without waiving these objections, Plaintiff has had, since February 15, 2020, access to any and all banking records responsive to this request, while I no longer possess these documents or have access to them.

4. Copy of any and all checks or other forms of payments from you to the Club for any reason during the past five (5) years.

Objection. (1) Vague (as to “other forms of payment”); (2) Overbroad and (3) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations); (4) Irrelevant at this stage of proceedings (this Request relates to an accounting itself and is inappropriate unless and until Plaintiff has established its entitlement to an accounting in accordance with well-settled Florida law regarding this principle). Without waiving these objections, Plaintiff has had, since February 15, 2020, access to any and all banking records responsive to this request, while I no longer possess these documents or have access to them.

5. Copy of any and all American Express statements which reflect payments from any account belonging to the Club on any American Express charge account owned in whole or in part by you.

Objection. (1) Overbroad and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations); (3) Irrelevant at this stage of proceedings (this Request relates to an accounting itself and is inappropriate unless and until Plaintiff has established its entitlement to an accounting in accordance with well-settled Florida law regarding this principle). Without waiving said objections, I have already previously/separately provided to Plaintiff my American Express credit card statements for the years 2017, 2018, 2019 and up through the last charge related to the Club in 2020, as well as all corresponding invoices and receipts.

6. Copy of any and all credit card statements which reflect payments from any account belonging to the Club on any credit cards owned in whole or in part by you.

None other than the American express credit card statements provided in response to #5 above.

7. Copy of any and all promissory notes entered into between the Club and Wendy Hausmann for any alleged loan made by Wendy Hausmann to the Club.

None.

8. Copy of any and all notes, memorandum, agreements or other written material regarding an alleged loan by Wendy Hausmann to the Club.

None other than the three (3) checks, copies of which have previously been provided to Plaintiff.

9. Copy of any and all minutes of meetings of the Board of Directors of the Club at which the Board of Directors approved taking a loan from Wendy Hausmann.

Objection. The requested documents (“minutes of meetings”) are not in my possession, custody or control as they are the responsibility of the Secretary to maintain.

10. Copy of any and all communications from Wendy Hausmann to you regarding a loan to the Club.

None.

11. Copy of any and all communications from Wendy Hausmann to the Board of Directors regarding a loan to the Club.

None.

12. Copy of any and all communications, letters, notes or other written documents from Wendy Hausmann to the Club regarding a loan to the Club.

None.

13. Copy of any and all financial statements, bank records, accounting statements, regarding the Club generated or produced during the past seven (7) years.

Objection. (1) Overbroad and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations); (3) Irrelevant at this stage of proceedings (this Request relates to an accounting itself and is inappropriate unless and until Plaintiff has established its entitlement to an accounting in accordance with well-settled Florida law regarding this principle). Without waiving these objections, Plaintiff has had, since February 15, 2020, access to any and all banking records responsive to this request, while I no longer possess these documents or have access to them.

14. Copy of any and all communications between yourself and Wendy Hausmann regarding revising, amending, or editing the By-Laws of the Club.

All documents which I possess which are related to revisions of the Bylaws have previously been provided to Plaintiff.

15. Copy of any and all communications between you and any third party regarding a loan from Wendy Hausmann to the Club.

None.

16. Copy of any and all communications between you and any third party in which there are any discussions or communications regarding the Club reimbursing you for alleged expenses you paid on behalf of the Club.

Objection. (1) Overbroad and vague (to the extent it requests “all communications” regarding “any discussions”) and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations); Regularly discarded. I sent an email to the Club’s current Treasurer dated August 15, 2020 regarding the Club’s expenses for which I paid and expect to be reimbursed. Plaintiff has previously been provided with this email on multiple occasions.

17. Copy of any and all communications from the Club, its agents or attorneys to you regarding any matter for the last five (5) years.

Objection. (1) Overbroad (to the extent it requests “all communications” “regarding any matter”) and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations and/or to the extent it requests documents vaguely relating to “all communications” “regarding any matter”); Regularly discarded.

18. Copy of any and all communications from you to the Club regarding any matter during the past five (5) years.

Objection. (1) Overbroad (to the extent it requests “all communications” “to the Club” “regarding any matter”) and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations and/or to the extent it requests documents vaguely relating to “all communications” “to the Club” “regarding any matter”); Regularly discarded.

19. Copy of any and all communications from you to any other member of the Board of Directors regarding the operation of the Club while you served as a member of the Board of Directors.

Objection. (1) Overbroad and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations and/or to the extent it requests documents vaguely relating to “all communications” “regarding the operation of the Club”); Regularly discarded.

20. Copy of any and all communications from any other member of the Board of Directors to you regarding the operation of the Club while you served as a member of the Board of Directors.

Objection. (1) Overbroad and (2) Beyond the scope (to the extent this request seeks documents beyond the Statute of Limitations and/or to the extent it requests documents vaguely relating to “all communications” “regarding the operation of the Club”); Regularly discarded.

I hereby certify that I sent a copy of the foregoing via the e-portal to Edward F. Holodak, Esquire, on the 7<sup>th</sup> day of December, 2020.

Respectfully submitted,  
/s/ Carl L. Kennedy, II  
Carl L. Kennedy, II  
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