

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/Counter-Defendant,
and

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

CARL L. KENNEDY

Defendant/Counter-Plaintiff.

AMENDED ANSWERS TO INTERROGATORIES

I, CARL L. KENNEDY, II, Defendant and Counter-Plaintiff, hereby state as follows:

The information supplied in these Answers is not based solely on my own knowledge, but includes, where applicable, that of my agents, representatives and, unless privileged, attorneys. Furthermore, the precise word usage and sentence structure may be that of attorneys and does not purport to be, and is not necessarily, my exact language.

I generally object to all instructions and definitions contained in the Interrogatories propounded to me, to the extent they differ from the Florida Rules of Civil Procedure.

1. State the name, address and phone number of the person or persons answering or assisting with the preparation of the answer to these interrogatories and those people's relationship to Defendant Carl L. Kennedy.

Objection. Attorney-Client privilege; Spousal privilege. Without waiving said objections, Wendy A. Hausmann, Esquire, assisted me with these answers while she was representing me in this matter. In addition, several individuals, some of whom are attorneys at the self- help center in Palm Beach County and some of whom are from AVVO, and Legal Zoom, assisted me with these answers. I do not know their names or telephone numbers. I have no relationship to any of them.

2. State the date, time and location of the Board of Directors meeting of the Club at which the Board of Directors voted to authorize the Club taking a loan from Wendy Hausmann in the amount of \$10,000.00.

I don't recall.

3. State all terms of the loan given by Wendy Hausmann to the Club \$10,000.00.

I, as Treasurer of the Club, asked Ms. Hausmann for the loan on behalf of the Club in December, 2019 and agreed to repay it in approximately 60 days, to which she agreed.

4. State each and every time the Club made a check payable to you, or to American Express, or to any other credit card company to reimburse you for expenses you allegedly paid on behalf of the Club.

Objection. (1) Beyond the scope and (2) Overbroad (to the extent this interrogatory seeks information beyond the Statute of Limitations); and (3) Irrelevant at this stage of the proceedings (this interrogatory 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 my objections, I relinquished to Plaintiff, and Plaintiff has had, since prior to the filing of its Complaint, complete access to all banking information (including past records). I no longer have possession, custody or control of the banking information requested by this interrogatory, nor do I retain the authority to obtain the requested banking information myself. I have also previously provided Plaintiff with three (3) years (2017-2019 plus relevant 2020 statements) of my AMEX credit card statements (redacted as to my personal expenses). There are no credit cards other than American Express which are responsive to this interrogatory. Therefore, Plaintiff has equal, if not better, access to the information requested by this interrogatory as described above.

5. For the past five (5) years, list each item of expense you paid on behalf of the Club for which you claim entitlement to reimbursement.

Objection. Beyond the scope and Overbroad (to the extent this interrogatory seeks information beyond the Statute of Limitations); Irrelevant at this stage of the proceedings (this interrogatory 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, I only claim entitlement to reimbursement in the amount of \$2,512.52 as specifically described within, and including all corresponding

documentation in connection therewith, my email to Plaintiff's Treasurer dated August 15, 2020.

6. State the name of every Board of Director, that you know, who is aware that the Club took a \$10,000.00 loan from Wendy Hausmann.

I don't know what the other members of the Board were aware of.

Under penalties of perjury, I declare that I have read this document and the facts stated in it are true.

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

Respectfully submitted:

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