

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

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

Plaintiff,

and

CARL L. KENNEDY, II

Defendant

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

**DEFENDANT'S AMENDED VERIFIED MOTION TO DISMISS AND/OR TO STRIKE  
PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT**

COMES NOW Defendant, CARL L. KENNEDY, II, files by and through undersigned counsel, and moves this Court for an Order dismissing Plaintiff's, POMPANO SENIOR SQUADRON FLYING CLUB, INC. ("Flying Club"), First Amended Verified Complaint and/or striking Plaintiff's request for attorney's fees, and as grounds thereof states as follows:

1. On September 18, 2021, the Court entered an Order deeming the Plaintiff Flying Club's First Amended Complaint filed.
2. In Its First Amended Complaint, Plaintiff asserts a total of five (5) causes of action against Mr. Kennedy, including (i) Accounting; (ii) Injunction; (iii) Violation of Florida Unfair and Deceptive Trade Practices Act; (iv) Slander of Title; and (v) Breach of Fiduciary Duty, **a copy of the First Amended Verified Complaint is attached hereto as Exhibit "A"**.
3. Each of Plaintiff Flying Club's causes of action against Mr. Kennedy are deficient; thus, each such claim should be dismissed.

## Memorandum of Law and Argument

4. Count I of Plaintiff Flying Club's First Amended Complaint asserts a cause of action against Mr. Kennedy for an "Accounting". Under Florida law, a "complaint for an accounting must show that the plaintiff is entitled to the relief sought at the time the suit is instituted." *Bernardele v. Bonorino*, 608 F. Supp.2d 1313, 1329 (S.D. Fla. 2009).

5. Moreover, in connection with a claim for an "accounting", "a complaint fails to state a cause of action where no fraud is effectively alleged and where the payments in question are as much within the plaintiff's knowledge as they are within the defendant's knowledge. *Bernardele*, 608 F. Supp. 2d at 1329.

6. Here, the First Amended Complaint fails to allege ultimate facts establishing that Plaintiff is entitled to an accounting. More specifically, the First Amended Complaint fails to allege with specificity that Mr. Kennedy engaged in any fraud. In fact, Plaintiff admits in the First Amended Complaint that the alleged at issue expenses may be valid expenses of Plaintiff Flying Club. *See Ex. "A" at ¶ 20*. Plaintiff simply alleges that "Plaintiff Flying Club cannot reasonably ascertain whether they were valid expenses of Plaintiff Flying Club." *Id.*

7. There are no allegations of any specific ultimate fact(s) alleging that Mr. Kennedy committed fraud, as required by the Florida Rules of Civil Procedure. The failure to include such ultimate facts renders Plaintiff's allegations nothing more than legal conclusions, and thus insufficient to state a cause of action. *See Greenwald v. Triple D Properties, Inc.*, 424 So.2d 185 (Fla. 4<sup>th</sup> DCA 1983).

8. Additionally, on June 10, 2021, Mr. Kennedy's prior counsel hand-delivered to Plaintiff each and every document belonging to and/or related to Plaintiff Flying Club in Mr. Kennedy's possession, custody and control, most of which had previously been provided to Plaintiff by Mr. Kennedy electronically. *See Affidavit of Carl L. Kennedy, II* dated June 30, 2021, **a copy of which is attached hereto as Exhibit B**. As such, the alleged payments in question "are as much within plaintiff's knowledge as they are within defendant's knowledge". *See Bernardele*, 608 F. Supp. 2d at 1329. Plaintiff therefore has failed to state a cause of action for an accounting.

9. Notwithstanding Plaintiff's failure to state a cause of action, Plaintiff is not entitled to an accounting. Plaintiff's counsel confirmed receipt of the documents at issue in this matter in e-mail correspondence dated June 28, 2021, **a copy of which is attached hereto as Exhibit C**. Plaintiff Flying Club has already received an accounting for every day Mr. Kennedy was Treasurer beginning in April, 2014 through February 12, 2020 in the form of General Ledger Detail statements, including Profit and Loss Statements which comport with Generally Accepted Accounting Practices ("GAAP"). Plaintiff has acknowledged receipt of this accounting. *See* Exhibit C. Therefore, Plaintiff's Count I claim for an unspecified "accounting" must be dismissed as there is no further relief which can be granted by this Court.

10. Next, Plaintiff Flying Club asserts in Count II a cause of action for an injunction seeking an injunction requiring Mr. Kennedy to "return all corporate records in his possession or control to Plaintiff Club". *See* Ex. A.

11. To state a cause of action for injunctive relief a Complaint must allege "(1) a clear legal right, (2) an inadequate remedy at law, and (3) that irreparable harm will arise absent injunctive relief" *Minotty v. Baudo*, 42 So.3d 824, 836 (Fla. 4<sup>th</sup> DCA 2010). "[I]rreparable injury is injury that cannot be cured by money damages." *Sammie Investments, LLC v. Strategica Capital Associates, Inc.*, 247 So.3d 596, 600 (Fla. 3d DCA 2018).

12. Plaintiff's First Amended Verified Complaint fails to allege that any "irreparable harm will arise" or to support its allegation that Plaintiff is unable to "operate effectively" without documents from Mr. Kennedy that they don't already have, and are in Mr. Kennedy's possession, custody or control. Notwithstanding this fact, Plaintiff's causes of action seeking money damages for the same conduct in this matter belie its claim that Plaintiff has or will suffer irreparable injury absent injunctive relief. Plaintiff's cause of action for injunctive relief should therefore be dismissed because it fails to state a cause of action.

13. Additionally, Plaintiff's claim for injunctive relief is frivolous and lacks any merit. As an initial matter, Plaintiff failed and refused to cooperate with Mr. Kennedy regarding transfer of the documents from Mr. Kennedy to Plaintiff as provided for by Florida Statutes. Plaintiff therefore



intentionally and deliberately interfered with Mr. Kennedy's ability, and frustrated Mr. Kennedy's intent, to transfer the documents in his possession to Plaintiff.

14. Moreover, as stated above, Mr. Kennedy's prior counsel has hand-delivered each and every document in Mr. Kennedy's possession, custody or control to Plaintiff, therefore no further relief can be granted Plaintiff as to their Count II request for an injunction.

15. Plaintiff's prayers for relief in both Counts I and II of Plaintiff's First Amended Verified Complaint seek the award of attorney's fees. Plaintiff knows these claims are without merit or legal support, as the parties have already litigated this issue and Mr. Kennedy's Motion to Strike and Dismiss Plaintiff's claims for attorney's fees in connection with Counts I and II has already been Granted by Order of this Court dated June 28, 2021, **a copy of which is attached hereto as Exhibit D.**

16. In Count III, Plaintiff Flying Club fails to state a claim against Mr. Kennedy for a violation of Florida's Unfair and Deceptive Trade Practices Act ("FUDTPA"), specifically §501.204, Fla. Stat. *See* Ex. A. at ¶¶ 34-51. In support of its FUDTPA claim, Plaintiff cites to the fact that Mr. Kennedy allegedly improperly filed claims of liens on Plaintiff's airplanes. FUDTPA has absolutely no application to the facts cited by Plaintiff and therefore must be dismissed.

17. Under Florida law, "[a]lthough the FDUTPA may extend to protect business entities from unfair and deceptive trade practices, the **FDUPTA has no application** to entities complaining of tortious conduct which is **not the result of a consumer transaction**." *In re Maxxim Medical Group, Inc.*, 434 B.R. 660, 693 (M.D. Fla. 2010); *see also Burger King Corp. v. H&H Restaurants, LLC*, 2001 WL 1850888, 8 (S.D. Fla. 2001).

18. Since Plaintiff fails to allege any ultimate facts demonstrating that Mr. Kennedy engaged in any unfair or deceptive acts in a "consumer" transaction Plaintiff's claim for a violation of FUDTPA must be dismissed.

19. Plaintiff Flying Club's cause of action for slander of title must be dismissed because it fails to state a cause of action. To state a claim for slander of title a complaint must allege that the "falsehood [played] a material and substantial part in inducing others not to deal with plaintiff". *Trigeorgis v.*

*Trigeorgis*, 240 So.3d 772, 775 (Fla. 4<sup>th</sup> DCA 2018). Moreover, to satisfy this element “plaintiff must present specific evidence showing exactly how the falsehood induced others not to deal with plaintiff.” *Id.* Additionally, the fact that a lien may render the subject property “unmarketable” is not sufficient to meet the aforementioned element. *Id.* at 776.

20. Plaintiff’s cause of action for slander of title must be dismissed because it fails to allege any ultimate facts demonstrating that the claim of lien Mr. Kennedy filed played a material and substantial part in inducing others not to deal with Plaintiff.

21. Lastly, Count V of Plaintiff’s Complaint alleging a breach of fiduciary duty similarly fails to state a cause of action. To state a claim for a breach of fiduciary duty the complaint must allege the existence of a fiduciary duty, and the breach of that duty such that it is the proximate cause of the Plaintiff’s damages. *Taubenfeld v. Lasko*, 2021 WL 3556893, 5 (Fla. 4<sup>th</sup> DCA 2021).

22. Plaintiff Flying Club in its First Amended Complaint alleges, as a basis for its claim of breach of fiduciary duty, that Mr. Kennedy allegedly used the Flying Club’s financial accounts to pay his personal American Express bills. *See* Ex. “A” ¶ 75. Plaintiff however in the same *verified* pleading admits that it cannot “reasonably ascertain as to whether [the payments] were valid expenses of Plaintiff Flying Club.” Ex. “A” ¶ 20. Plaintiff’s claim should be dismissed because it is inconsistent to the extent that it fails to specifically allege that Mr. Kennedy breached a fiduciary duty by using the Flying Club’s funds to pay his personal expenses. *See Affordable Homes, Inc. v. Devil’s Run, Ltd.*, 408 So.2d 679, 680 (Fla. 1<sup>st</sup> DCA 1982) (explaining that when there is an inconsistency between allegations contained in a complaint and an exhibit they have the effect of neutralizing each other).

23. Additionally, Plaintiff’s allegations that Mr. Kennedy breached any fiduciary duty by obtaining loans for the benefit of the club cannot form the basis for a breach of fiduciary duty claim because Plaintiff fails to allege that Mr. Kennedy acted contrary to the best interests of the Flying Club or that he made a grossly negligent decision. *See Taubenfeld*, 2021 WL at 5.

24. Alternatively, Plaintiff’s First Amended Complaint should be stricken. A claim seeking an accounting is an equitable claim. *Dahlawi v Ramlawi*, 644 So.2d 523 (Fla. 3d DCA 1994). A claim for

injunctive relief is an equitable claim. *See Olesh v. Greenberg*, 138 So.3d 561 (Fla. 5th DCA 2014). Attorney's fees cannot be awarded as a matter of equity. *Attorney's Title Ins. Fund, Inc. v. Landa-Posada*, 984 So.2d 641, 643 (Fla. 3d DCA 2008).

25. It is well settled that the prevailing party in litigation is not entitled to recover attorney's fees unless there is a statutory or contractual basis for the award. *Price v. Tyler*, 890 So.2d 246, 250 (Fla. 2004); See also *State Farm Fire & Gas. Co. v. Palma*, 629 So.2d 830, 832 (Fla. 1993) ("This Court has followed the 'American Rule' that attorney's fees may be awarded by a court only when authorized by statute or by agreement of the parties.").

26. The Complaint does not allege an entitlement to an award of fees either pursuant to a statute or an agreement of the parties.

27. There is neither any Statute nor contract between the parties to support an award of attorney's fees to Plaintiff in connection with either Count I or Count II of its First Amended Verified Complaint.

28. Plaintiff's claim for attorney's fees in Counts I and II of its First Amended Verified Complaint must be, as they have already previously been, stricken as a matter of law. Therefore, Plaintiff's claims for attorney's fees in connection with Counts I and II of its First Amended Verified Complaint have no basis or support in law or in fact, and are knowingly and intentionally frivolous claims for relief by Plaintiff.

29. Defendant has retained the undersigned attorneys to represent him in this action, is required to pay them a reasonable fee for their services and is entitled to recover same pursuant to § 501.2105, Fla. Stat. and other relevant Florida law.

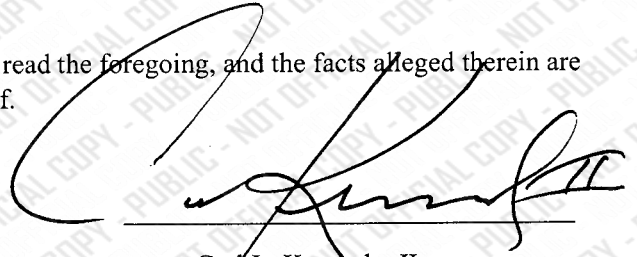
WHEREFORE, Defendant, CARL L. KENNEDY, II respectfully requests that this Honorable Court enter an order dismissing Plaintiff's First Amended Verified Complaint, or alternatively striking Plaintiff's First Amended Verified Complaint, together with any other relief consistent with this Motion that this Court deems just and proper.



**VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Dated: 10-13-2021



Carl L. Kennedy, II

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 13<sup>th</sup> day of October, 2021 a copy of the foregoing was e-filed and delivered to Edward F. Holodak, Esq., 7951 SW 6<sup>th</sup> St., Suite 210, Plantation, FL 33324, at pleadings@holodakpa.com.

THE LAW OFFICES OF SCOTT J. KALISH, PLLC.

/s/ Scott J. Kalish

**SCOTT J. KALISH, ESQUIRE**

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*Attorney for Defendant*

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

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

CASE NO.: CACE 20-005993 (08)

Plaintiff,

v

CARL KENNEDY, individually,

Defendant.

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**FIRST AMENDED VERIFIED COMPLAINT**

Plaintiff, POMPANO SENIOR SQUADRON FLYING CLUB, INC.. a Florida corporation (Plaintiff “Flying Club”), by and through its undersigned counsel, sues Defendant, CARL L. KENNEDY, II 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. Defendant Kennedy ceased being Treas. of Plaintiff Club on or about February 12, 2020.

11. On or about February 12, 2020, Defendant Kennedy signed and recorded liens against aircraft owned by Plaintiff Club. The Liens Listed Defendant Kennedy as the lienor thereunder. Copy of liens attached hereto as Plaintiff Clubs Exhibit #2.

12. Defendant Kennedy, in his professional capacity, is an accountant.

13. Defendant Kennedy at all times while he was treasurer of Plaintiff Club, managed Plaintiff Club's accounting and prepared its tax returns.

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

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

**COUNT I**  
**ACCOUNTING**

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

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

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

19. 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.

20. 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.

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

22. 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**

- 23. Plaintiff Flying Club realleges the General Allegations and incorporates them herein by reference as if pled herein specifically.
- 24. This Court has jurisdiction over the parties and the subject matter herein.
- 25. 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.
- 26. Despite the Record Demand, Defendant Kennedy has failed or refused to turn over Plaintiff Flying Club's corporate records.
- 27. 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.
- 28. Plaintiff Flying Club requires its corporate records in order to legally and effectively continue its operations.
- 29. 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.

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

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

32. 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.

33. 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.

**COUNT III**  
**VIOLATION OF FLORIDA UNFAIR AND DECEPTIVE TRADE**  
**PRACTICES ACT**

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

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

36. 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.

37. Defendant Kennedy despite filing liens against the personal property of Plaintiff Club, never provided the funding for such liens personally.

38. By filing the claim of liens in his personal name without having provided Plaintiff Club the money associated with such lien, filed false records against the personal property of Plaintiff Club.

39. Such actions by Defendant Kennedy are in violation of §817.535 Fla. Stat.

40. Plaintiff Club is a legitimate business enterprise protected under §501.201, et. seq., Fla. Stat.

41. The money and claims associated with Defendant Kennedy's claim of liens are a thing of value.

42. The aircraft which Defendant Kennedy liened are instrument of trade or commerce operated by Plaintiff Club.

43. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had not personally provided the funding to Plaintiff Club associated with the claim of liens.

44. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he did not have a security agreement between himself and Plaintiff Club.

45. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had no legitimate security interest in the aircraft owned by Plaintiff Club that he was liening.

46. With his superior knowledge as an accountant, Defendant Kennedy knew his actions were improper.

47. Defendant Kennedy's actions of filing the claim of liens against Plaintiff Club's aircraft was unconscionable.

48. Defendant Kennedy's actions of filing a claim of liens against Plaintiff

Club's aircraft was an unfair act.

49. Defendant Kennedy's actions of filing the claim of liens against Plaintiff Club's aircraft was deceptive.

50. Defendant Kennedy by filing the claim of liens against Plaintiff Club's aircraft sought to obtain a personal benefit to Defendant Kennedy. Plaintiff Club suffered damages as a direct and proximate result of Defendant Kennedy's actions.

51. Plaintiff Club is entitled to reimbursement of its court costs and attorney fees for having to bring this action from Defendant Kennedy pursuant to §501.2105 Fla. Stat.

WHEREFORE Plaintiff Club demands judgment against Defendant Kennedy for damages, court costs, attorney fees, and any other relief that this Court deems just and equitable including an injunction requiring Defendant Kennedy to record a release of liens for each lien he improperly filed against the personal property of Plaintiff Club, and any further relief that this Court deems just and equitable.

**COUNT IV**  
**SLANDER OF TITLE**

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

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

54. 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.



55. Defendant Kennedy despite filing liens against the personal property of Plaintiff Club, never provided the funding for such liens personally.

56. By filing the claim of liens in his personal name without having provided Plaintiff Club the money associated with such lien, filed false records against the personal property of Plaintiff Club.

57. Such actions by Defendant Kennedy are in violation of §817.535 Fla. Stat.

58. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had not personally provided the funding to Plaintiff Club associated with the claim of liens.

59. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he did not have a security agreement between himself and Plaintiff Club.

60. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had no legitimate security interest in the aircraft owned by Plaintiff Club that he was liening.

61. With his superior knowledge as an accountant, Defendant Kennedy knew his actions were improper.

62. Defendant Kennedy by filing the claim of liens against Plaintiff Club's aircraft sought to obtain a personal benefit to Defendant Kennedy.

63. Defendant Kennedy by filing a false lien against the personal property of Plaintiff Club's slandered the title of Plaintiff Club's personal property.

64. Plaintiff Club suffered damages as a direct and proximate result of Defendant Kennedy's Actions.

WHEREFORE Plaintiff Club demands judgment against Defendant

Kennedy for damages, court costs, attorney fees, and any other relief that this court deems just and equitable including an injunction requiring Defendant Kennedy to record a release of liens for each lien he improperly filed against the personal property of Plaintiff Club, and any further relief that this Court Deems just and equitable.

**COUNT V**  
**BREACH OF FIDUCIARY DUTY**

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

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

67. 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.

68. Defendant Kennedy despite filing liens against the personal property of Plaintiff Club, never provided the funding for such liens personally.

69. By filing the claim of liens in his personal name without having provided Plaintiff Club the money associated with such lien, filed false records against the personal property of Plaintiff Club.

70. Such actions by Defendant Kennedy are in violation of §817.535 Fla. Stat.

71. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had not personally provided the funding to Plaintiff Club associated with the claim of liens.

72. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he did not have a security agreement between himself and

Plaintiff Club.

73. At the time Defendant Kennedy filed the claim of liens, Defendant Kennedy knew that he had no legitimate security interest in the aircraft owned by Plaintiff Club that he was liening.

74. With his superior knowledge as an accountant, Defendant Kennedy knew his actions were improper.

75. Defendant Kennedy by filing the claim of liens against Plaintiff Club's aircraft sought to obtain a personal benefit to Defendant Kennedy.

76. During his tenure as treasurer of Plaintiff Club, Defendant Kennedy used Plaintiff Club's financial accounts to pay his personal American Express bills.

77. Defendant Kennedy did not provide any documentation or backup material to substantiate the propriety of Plaintiff Club paying Defendant Kennedy's personal American Express bills.

78. During his tenure as treasurer of Plaintiff Club, Defendant Kennedy solicited loans allegedly for the benefit of Plaintiff Club without any vote of the members of Plaintiff Club or recorded votes of the Board of Directors of Plaintiff Club.

79. The Bylaws of Plaintiff Club require any transaction valued at over \$80,000 to be approved by a vote of the membership of Plaintiff Club. Copy of the Bylaws are attached hereto as Plaintiff Club's Exhibit #3.

80. Defendant Kennedy procured two (2) loans allegedly for the benefit of Plaintiff Club with values of One Hundred Thousand Dollars (\$100,000) each.

81. At the time of the alleged loans, there were no promissory notes or other documentation obtained by Defendant Kennedy evidencing such loans.



82. Defendant Kennedy, only after he was no longer Treasurer of Plaintiff Club, signed promissory notes evidencing the above two (2) alleged loans allegedly in his capacity as treasurer and a director of Plaintiff Club.

83. Defendant Kennedy allegedly obtained a loan from Wendy Hausman, Esq. for Ten Thousand Dollars (\$10,000) with No promissory note or any written documentation evidencing the loan or the terms thereof.

84. Defendant Kennedy in his capacity as treasurer of Plaintiff Club thereafter paid a check to Wendy Hausman, Esq. for alleged repayment of the loan which included money more than the Ten Thousand Dollars (\$10,000) loaned.

85. Defendant Kennedy As treasurer and director of Plaintiff Club wwed Plaintiff Club a fiduciary duty.

86. Defendant Kennedy's actions as outlined above were a breach of that fiduciary duty.

87. Defendant Kennedy's actions were not taken in good faith and were not for the benefit of Plaintiff Club.

88. Defendant Kennedy's Actions outlined above were to derive a personal benefit to Defendant Kennedy.

89. Plaintiff Club suffered damages as a direct and proximate result of Defendant Kennedy's breach of his fiduciary duty.

WHEREFORE Plaintiff Club demands judgment against Defendant Kennedy for damages, court costs, attorney fees, and any other relief that this Court deems just and equitable including an injunction requiring Defendant

Kennedy to record a release of liens for each lien he improperly filed against the personal property of Plaintiff Club, and any further relief that this Court deems just and equitable.

POMPANO SENIOR SQUADRON FLYING CLUB, INC., A  
FLORIDA CORPORATION

By: [Signature]  
Greg Gilhooly, Pres.

7-8-21

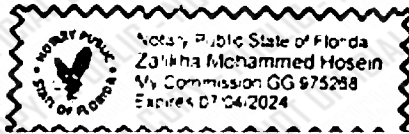
STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 12<sup>th</sup> day of July 2021, by GREG GILHOOLY, as President of POMPANO SENIOR SQUADRON FLYING CLUB, INC., a Florida corporation, who is personally known to me and did take an oath.

My Commission Expires: 7/4/2024

[Signature]  
NOTARY PUBLIC

7-8-21



I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the eportal on Carl L. Kennedy, II at clktax@aol.com on this 12th day of July 2021.

/s/ Edward F. Holodak  
Edward F. Holodak, Esq.  
Attorney for Plaintiffs  
Fla. Bar No. 059234  
EDWARD F. HOLODAK, P.A.  
7951 SW 6<sup>th</sup> Street, Suite 210  
Plantation, Florida 33324  
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# LAW OFFICES OF EDWARD F. HOLODAK, P.A.



EDWARD F. HOLODAK, Esq.  
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Washington, D.C.

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This Firm Acts as a Debt Collector  
[Edward@holodakpa.com](mailto:Edward@holodakpa.com)  
[www.browardbusinesslawyers.com](http://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 A

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Exhibit # 1





**50 Years**  
1969 — 2019

**EXHIBIT "2"**

## Aircraft Title Search

**Issued To:**

Attn: Tor Holm  
Pompano Beach Flying Club  
2351 Southwest 26th Avenue  
Fort Lauderdale, FL 33312

Account: 36211

Dated this 3rd day of May, 2021, as of 7:29 AM Central Time.

**1. Aircraft:**

FAA Registration: N8633E  
MFR: PIPER

Serial Number: 28-7625145  
Model: PA-28-140

Registered Owner: Pompano Senior Squadron Flying Club, Inc.  
P.O. Box 10241  
Pompano Beach, FL 33061

Date of Purchase: 04/07/17  
Type of Registration: CORPORATION

Previous Owner: Jon P. Pounds  
1692 Deerhaven Drive  
Crystal Lake, IL 60014

**2. Liens or Encumbrances:**

Type: Security Agreement  
Dated: 02/12/20    Recorded: 04/28/20    Amount: \$100,000.00    Conveyance: DP023084

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: Carl L. Kennedy  
2929 South Ocean Boulevard, Suite 510, Boca Raton, FL 33432

### EXHIBIT A

Mailing Address: Post Office Box 720452 • Oklahoma City, OK 73172

Street Address: 6916 N.W. 112th Street • Oklahoma City, OK 73162

Telephone: 405.722.1030 • Facsimile: 405.728.2336 • Toll Free: 800.765.2336 • info@aerospacereports.com • Web: www.aerospacereports.com

Type: Security Agreement

Dated: 02/12/20

Recorded: 06/11/20

Amount: \$100,000.00

Conveyance: SD019705

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured

Party:

Carl L. Kennedy

### 3. Other Information or Remarks:

In file unrecorded appears a Claim of Lien, dated 12/09/19/, filed 12/11/19, for amount of \$75,400.00, against N8633E and Pompano Senior Squadron Flying Club, Inc., in favor of Paul K. Sanchez, 10643 Shore Drive, Boca Raton, FL 33428.

FAA asks for the document filed to be notarized per Florida Statutes.

Aero-Space Reports, Inc.

*Neal Snowden*

SL/AM / JK

This report contains information acquired through examination of the records maintained by the FAA, including the indices of in-process documents. Because our examination is limited to records maintained by the FAA, this report does not cover any liens, claims, encumbrances or judgments that have not been filed with the FAA, or have not been indexed by the FAA under the description shown on this report.

**EXHIBIT A**

Page 15 of 28



**50 Years**  
1969 — 2019

## Aircraft Title Search

**Issued To:**

Attn: Tor Holm  
Pompano Beach Flying Club  
2351 Southwest 26th Avenue  
Fort Lauderdale, FL 33312

Account: 36211

Dated this 3rd day of May, 2021, as of 7:29 AM Central Time.

**1. Aircraft:**

FAA Registration: N47LH  
MFR: PIPER

Serial Number: 28-7990480  
Model: PA-28-181

Registered Owner: Pompano Senior Squadron Flying Club, Inc.  
P.O. Box 10241  
Pompano Beach, FL 33061

Date of Purchase: 10/13/07  
Type of Registration: CORPORATION

Previous Owner: Scott G. Ainsbury  
303 Mercer Street, Apartment A503  
New York, NY 10003

**2. Liens or Encumbrances:**

Type: Security Agreement  
Dated: 12/14/09    Recorded: 06/30/10    Amount: \$5,000.00    Conveyance: KT004142

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: David Watkins and Debra Fairall  
3240 Lakeshore Drive, Deerfield Beach, FL 33442

**EXHIBIT A**

**Page 16 of 28**



Type: Security Agreement

Dated: 02/12/20 Recorded: 04/28/20 Amount: \$100,000.00 Conveyance: DP023084

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured  
Party: Carl L. Kennedy

Type: Security Agreement

Dated: 02/12/20 Recorded: 06/11/20 Amount: \$100,000.00 Conveyance: SD019705

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured  
Party: Carl L. Kennedy

### 3. Other Information or Remarks:

In file unrecorded appears a Notice of Lien, dated 12/09/19, filed 12/11/19 as document ID 0581, for amount of \$5,858.00, against Pompano Senior Squadron Flying Club, Inc. (N47LH), in favor of Paul Kanoa Sanchez, 10643 Shore Drive, Boca Raton, FL 33428.

FAA requests the Claim be notarized.

You may wish to obtain a Disclaimer of Interest/Release of Lien to Notice of Lien, dated 12/09/19, filed 12/11/19 as document ID 0581.

Aero-Space Reports, Inc.

*Neal Snowden*

JH / AM / JK

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**EXHIBIT A**

Page 17 of 28



**50 Years**  
1969 — 2019

## Aircraft Title Search

**Issued To:**

Attn: Tor Holm  
Pompano Beach Flying Club  
2351 Southwest 26th Avenue  
Fort Lauderdale, FL 33312

Account: 36211

Dated this 3rd day of May, 2021, as of 7:29 AM Central Time.

**1. Aircraft:**

FAA Registration: N7696F  
MFR: PIPER

Serial Number: 28-7715244  
Model: PA-28-151

Registered Owner: Pompano Senior Squadron Flying Club, Inc.  
P.O. Box 10241  
Pompano Beach, FL 33061

Date of Purchase: 04/29/16  
Type of Registration: CORPORATION

Previous Owner: Michael Conduris  
2151 Northeast 42nd Court, Apartment 224  
Lighthouse Point, FL 33064

**2. Liens or Encumbrances:**

Type: Security Agreement  
Dated: 02/12/20    Recorded: 04/28/20    Amount: \$100,000.00    Conveyance: DP023084

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: Carl L. Kennedy  
2929 South Ocean Boulevard, Suite 510, Boca Raton, FL 33432

**EXHIBIT A**

**Page 18 of 28**

Type: Security Agreement

Dated: 02/12/20 Recorded: 06/11/20 Amount: \$100,000.00 Conveyance: SD019705

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: Carl L. Kennedy

### 3. Other Information or Remarks:

In file appears a notice from the FAA to Paul K. Sanchez, 10643 Shore Drive, Boca Raton, FL 33428, stating the Claim of Lien filed 12/11/19 as document number 0561, is returned as not recordable. The FAA is advised by Aeronautical Center Counsel that the lien does not meet the recording statutes of the claimant's state. As such, the FAA has no authority to record this lien.

You may wish to obtain a Disclaimer of Interest describing the returned Claim of Lien by filing date 12/11/19 and document number 0561, signed by Paul K. Sanchez.

Aero-Space Reports, Inc.

*Neal Snowden*

SL/AM / JK

This report contains information acquired through examination of the records maintained by the FAA, including the indices of in-process documents. Because our examination is limited to records maintained by the FAA, this report does not cover any liens, claims, encumbrances or judgments that have not been filed with the FAA, or have not been indexed by the FAA under the description shown on this report.

**EXHIBIT A**

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**50 Years**  
1969 — 2019

## Aircraft Title Search

**Issued To:**

Attn: Tor Holm  
Pompano Beach Flying Club  
2351 Southwest 26th Avenue  
Fort Lauderdale, FL 33312

Account: 36211

Dated this 3rd day of May, 2021, as of 7:29 AM Central Time.

**1. Aircraft:**

FAA Registration: N30877  
MFR: PIPER

Serial Number: 28-7890457  
Model: PA-28-181

Registered Owner: Pompano Senior Squadron Flying Club, Inc.  
P.O. Box 10241  
Pompano Beach, FL 33061

Date of Purchase: 08/18/14  
Type of Registration: CORPORATION

Previous Owner: Gainesville Aircraft Sales, Inc.  
620 Northwest 23rd Street  
Gainesville, FL 32607

**2. Liens or Encumbrances:**

Type: Security Agreement  
Dated: 02/12/20    Recorded: 04/28/20    Amount: \$100,000.00    Conveyance: DP023084

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: Carl L. Kennedy  
2929 South Ocean Boulevard, Suite 510, Boca Raton, FL 33432

**EXHIBIT A**

Type: Security Agreement

Dated: 02/12/20 Recorded: 06/11/20 Amount: \$100,000.00 Conveyance: SD019705

Debtor: Pompano Senior Squadron Flying Club, Inc.

Secured Party: Carl L. Kennedy

**Aero-Space Reports, Inc.**

*Neal Snowden*

SL/AM / JK

This report contains information acquired through examination of the records maintained by the FAA, including the indices of in-process documents. Because our examination is limited to records maintained by the FAA, this report does not cover any liens, claims, encumbrances or judgments that have not been filed with the FAA, or have not been indexed by the FAA under the description shown on this report.

**EXHIBIT A**

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**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**EXHIBIT "3"**

**BY LAWS**

**ARTICLE I  
MEETING OF STOCKHOLDERS**

Sec. 1. ANNUAL MEETINGS. The annual Meeting of the Stockholders shall be held at the principal office of the Corporation, on a day designated each year. If the day so designated falls upon a Sunday or a legal holiday, then the meeting shall be held upon the first secular day thereafter. The Secretary shall serve personally, or send to each stockholder at his last known post office or e-mail address, and publish notice thereof as required by law; but at any meeting at which all stockholders shall be present, or of which all stockholders not present have waived notice in writing, the giving of notice as above required may be dispensed with.

Sec. 2. QUORUM. At all meetings of stockholders, except where it is otherwise provided by law, it shall be necessary that stockholders, representing in person or by proxy, consisting of a majority of the stockholders shall constitute a quorum.

Sec. 3. SPECIAL MEETINGS. Special Meetings of Stockholders other than those regulated by statute may be called at any time by a majority of the Directors, upon ten days notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting, and to be served personally or sent to each such stockholders of record at his last known post office or e-mail address; but at any meeting at which all stockholders shall be present or of which stockholders not present have waived such notice in writing, the giving of notice as above described may be dispensed with. The Board of Directors shall also in like manner, call a special meeting of stockholders whenever so requested in writing by stockholders representing not less than one-half (1/2) of the capital stock of the company. No business other than that specified in the call for the meeting, shall be transacted at any special meeting of the stockholders.

Sec. 4. VOTING. At all meetings of the Stockholders all questions, the manner of deciding which is not specifically regulated by statute, shall be determined by a majority voted of the Stockholders present in person or by proxy; provided, however, that any qualified voter may demand a stock vote, in which case each Stockholder present, in person or by proxy, shall be entitled to cast one vote for each share of stock. All voting shall be via voice, except that a stock voted shall be by ballot, each of which shall state the name of the Stockholder voting, and in addition, if such ballot be cast by proxy, each proxy shall be in writing, signed and mailed in or given to another member to be surrendered for count at the meeting. The casting of all votes at special meetings of stockholders shall be governed by the provisions of the Corporation Laws of this state.

Sec. 5. ORDER OF BUSINESS. The order of business of all meetings of the stockholders shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Inspectors of Election.
7. Election of Directors.
8. Unfinished Business
9. New Business.

**EXHIBIT A**

**Page 22 of 28**

Page 1 of 7  
Revised 5-5-10



**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

**ARTICLE II  
DIRECTORS**

Sec. 1. NUMBER. The affairs and business of this Corporation shall be managed by a Board of five (5) Directors, who shall be stockholders of record, and at least one of such Directors shall be a resident of the State of Florida and a citizen of the United States.

Sec. 2. HOW ELECTED. At the Annual Meeting of Stockholders, the five (5) persons receiving a plurality of the votes cast shall be Directors and shall constitute the Board of Directors for the ensuing year.

Sec. 3. TERM OF OFFICE. The term of office of each of the Directors shall be one year, and thereafter until his successor has been elected.

Sec. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation, as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of Florida.

Sec. 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the Annual Meeting of the Stockholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of two directors.

Sec. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting shall be given by service upon each Director in person, or by mailing to him at his last known post office or e-mail address, at least five days before the date therein designated for such meeting including the day of mailing, or a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meetings. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 7. QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a less number may adjourn the meeting to some event of a quorum not being present, a less number any adjourn the meeting to some future time, not more than ten days later.

Sec. 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote.

Sec. 9. VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board at a Special meeting which shall be called for that purpose. Such election shall be held within sixty days after the occurrence of such vacancy. The person so chosen shall hold office until the next annual meeting or until his successor shall have been chosen at a special meeting of the Stockholders.

Sec. 10. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time by a vote of a majority of the Stockholders, at any special meeting called for the purpose, or at the annual meeting.

**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

**ARTICLE III  
OFFICERS**

Sec. 1 NUMBER. The officers of this Corporation shall be:

1. President
2. Vice-President
3. Secretary
4. Treasurer

Sec. 2 ELECTION. All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of stockholders, and shall hold office for the term of one year or until their successors are duly elected.

Sec. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

**PRESIDENT:**

The President shall preside at all meetings of the Board of Directors and stockholders.

He shall present at each annual meeting of the Stockholders and Directors a report of the condition of the business of the Corporation.

He shall cause to be called regular and special meetings of the Stockholders and Directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly appointed officers, subject to the approval of the Board of Directors.

He shall sign and make all contracts and agreements in the name of the Corporation, and see that they are properly carried out.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall enforce these By-Laws and perform all the duties incident to the position and office, and which are required by law.

**VICE-PRESIDENT**

During the absence and inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same shall be performed and exercised by the Vice-President; and when so acting, he shall have all the powers and be subject to all responsibilities hereby given to or imposed upon such President.

**SECRETARY**

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Stockholders in appropriate books.

He shall give and serve all notices of the Corporation.

He shall be custodian of the records and of the seal, and affix the latter when required.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by the President or any officer or shareholder of the Corporation.

**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

He shall attend to all correspondence and perform all the duties incident to the office of Secretary.

**TREASURER**

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make, and endorse in the name of the Corporation, all checks, drafts, warrants and orders for the payment of money and pay out and dispose of same and receipt therefore, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times his books and accounts to any director or stockholder of the Corporation upon application at the office of the Corporation during business hours.

He shall render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report, at the annual meeting of the stockholders.

He shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He shall do and perform all duties appertaining to the office of Treasurer.

Sec. 4 BOND. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Sec. 5 VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose.

Sec. 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Sec. 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer, by a majority vote, at all time, with or without cause.

**ARTICLE IV  
SEAL**

Sec.1. SEAL. The seal of the Corporation shall be in a form as required by Florida law..

**ARTICLE V  
CERTIFICATES OF STOCK**

Sec.1 STOCK OWNERSHIP. Each member in the Club shall be deemed to own one share of Stock. No Stock Certificates will be issued. When a Club member resigns and his membership fee is returned, the share of Stock will be deemed to have been returned to the Corporation.

**ARTICLE VI  
MEMBERSHIP**

Sec.1 This Corporation has been incorporated as a stock corporation under the laws of the State of Florida, but it is a non-profit company and will be operated as such. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's treasury for the purchase of new equipment,



**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

for contingencies, or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. In any event, under no circumstances shall any net savings be distributable to the members in a form of dividend or otherwise for their individual use, nor will the ownership of stock entitle any member of the declaration of any dividend or other financial benefit, besides membership in the Corporation and the benefits of membership specified herein and in the Operations Rules. Upon liquidation of the Corporation, each Club member (Shareholder) will be paid a maximum amount set as the membership value by the Board of Directors, as funds are available. If funds are insufficient to pay this amount members will be paid a prorata share of funds available. Available funds will be determined after all bills, expenses and contingency expenses have been provided and approved by the Board of Directors. In the event that there are excess funds after paying all members and providing for all bills, expenses, and contingencies, those excess funds will be donated to AOPA's Air Safety Foundation, a charitable organization.

Sec. 2. NEW MEMBERS. New members may be admitted to the Corporation only after being approved by the Board of Directors. Membership shall be limited by current insurance regulations.

Sec. 3. PAYMENTS. A person elected to membership in the Corporation shall become a member upon payment of an initial fee to be determined by the Board. Each member in addition to this initial payment shall pay a monthly payment set by the Board. In addition, each member shall pay a specified hourly rate as required in the Operational Rules for each hour indicated by the tachometer on the aircraft flown by the member.

Sec. 4. STOCK CERTIFICATES. Upon receipt of the initiation fee and acceptance into membership, each new member shall be deemed to own a certificate for one (1) share of stock of the Corporation.

Sec. 5. INDEMNIFICATION AND PERFORMANCE CONTRACT. Simultaneously with his application into membership of the Corporation, each member shall execute a MEMBERSHIP AGREEMENT (the "Contract") and shall be held by the Board of Directors in the office of the Corporation, which Contract relates to the indemnification by all the Corporation members of certain officers who obligated themselves in connection with the financing of purchased aircraft, as well as relating to the prompt payment of equity and maintenance payments, flying time, assessments, etc. This Contract will become effective upon acceptance into the Club membership. Failure or refusal of a member to execute this Contract with application to the Club shall be a bar to membership.

Sec. 6. WITHDRAWAL FROM MEMBERSHIP. In the event a member wishes to withdraw from the Corporation, he shall notify the Corporation of such desire in writing. Within thirty (30) days from the receipt of such notification, provided the member is in good standing in all respects, the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock. If the member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

Sec. 7. EXPULSION. Any member who has failed to pay any monthly payments, flying time or assessments when due, shall be subject to penalties contained in the above mentioned Contract. Any member who has violated his Contract including failure to pay any sums due the Corporation is subject to expulsion. Failure to pay any sums due the Corporation shall be considered as an indication that the member intends to withdraw from membership, and he/she thereupon automatically shall be suspended from flying aircraft of the Corporation. In addition, a member may be expelled from membership by a vote of two-thirds of the members voting at any regular meeting of the membership, or any special meeting called to consider the matter. If expulsion is contemplated by a vote of the membership, the member affected shall be provided with ten (10) days written

**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

notice in advance of such regular or special meeting, and he shall have the right to be heard at the meeting, either in person or by counsel.

**ARTICLE VII  
AIRCRAFT MAINTENANCE COORDINATOR**

Sec. 1. The Aircraft Maintenance Coordinator (“Maintenance Coordinator”) shall be responsible for coordinating any repairs to the aircraft by an appropriate entity or individual that are identified by his observation or brought to his attention by any Club member. The Maintenance Coordinator shall ensure that a certified Airframe and Powerplant Mechanic (“A&P”) is used for any repairs and that all proper log book documentation are prepared and entries are made to the Aircraft Log Books. The Maintenance Coordinator shall coordinate with the A&P to review all compliance with inspections, major overhauls which are required and for complying with all service bulletins applicable to the aircraft.

**ARTICLE VIII  
CHIEF PILOT**

Sec. 1 The Chief Pilot shall be appointed by the Board of Directors and Officers, and his appointment shall be reviewed annually or as deemed necessary by the Board of Directors and Officers. The Chief Pilot will be responsible for the initial check-out of all new members in each of the Corporation aircraft. In the absence of the Chief Pilot, any Officer of the Corporation may assign initial check-out responsibility to one/more other Corporation Designated Flight Instructors. The Chief Pilot will instruct other Flight Instructors on the Corporation By-Laws and Operating Rules, safe operations of the Corporation aircraft and local procedures for community sensitive operations, and recommend their approval or disapproval, as Corporation Designated Flight Instructors, to the Board of Directors and Officers.

**ARTICLE IX  
SAFETY BOARD AND HEARINGS**

Sec. 1 A safety board may be appointed by the Board of Directors of the Corporation on the occasion of any accident or incident involving either aircraft of the Corporation or a member of the Corporation, or equipment of the Corporation. Such safety board shall consist of three (3) members of the Corporation, in good standing, none of whom were involved in the particular incident to be investigated. The safety board promptly shall take all steps necessary to ascertain the facts, conditions and circumstances surrounding the accident or incident in order to arrive at findings and conclusions regarding the probable cause and the responsibility for the said accident, and shall make known its findings and conclusions in writing to the Board of Directors of the Corporation and to all parties involved in the accident.

Sec.2 Upon receipt of the findings and conclusions of the safety board concerning an accident or incident involving either corporate aircraft or a corporation member or corporation equipment as heretofore provided, the Board of Directors shall offer to all parties involved in the accident the opportunity of a hearing. After the hearing or if such hearing is waived by all parties involved in the accident, the Board of Directors shall decide the question of financial responsibility of the member. Such decision of the Board of Directors shall be final.

Sec. 3. The Board of Directors shall not impose financial responsibility on any one member in excess of the amount deductible under the insurance policy covering the particular damage concerned, but if the damage results from a violation which relieves the corporate insurance carrier of liability, then the responsible party shall be

**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

liable for the full amount of the damage sustained. In such case, the Board shall make recommendations to be approved by the Corporation membership.

Sec.4 Any financial obligation imposed upon any member as a result of the decision of the Board of Directors hereunder shall be satisfied within thirty (30) days, failing which the member shall be liable to expulsion in accordance with other provision of these By-Laws.

**ARTICLE X  
MAJOR EXPENSES**

Sec.1 Should the Board of Directors decide to incur an expense in excess of \$80,000 and if the members of the Board are unanimous in such desire, a special meeting of the membership shall be called upon at least 24 hours notice and any such expenditure may be authorized at such meeting by a vote of at least two-thirds of the members present in favor thereof, provided that such two-thirds constitute a majority of the membership.

**ARTICLE XI  
OPERATIONS RULES**

Sec.1 The Board of Directors, with the acquiescence of the Corporation membership, shall provide and maintain a set of rules for operation of the corporate aircraft. Any member who violates an operations rule so adopted shall be liable to expulsion under these By-Laws.

**ARTICLE XII  
PROXY**

Sec.1 A proxy duly signed and dated by a member may be presented at any meeting of the Corporation by any person to whom it has been presented by the member and may be voted by that person in accordance with the instructions of the member, or, if no instructions have been given, freely in accordance with the decision of the holder of the proxy.

**ARTICLE XIII  
AMENDMENTS**

Sec. 1 HOW AMENDED. These By-Laws may be altered, amended, repealed, or added to by an affirmative vote of the stockholders representing a majority of voting stockholders, at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each stockholder of record at his last known post office or e-mail address, at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendment or changes which are proposed to be made in such By-Laws. Only such changes as have been specified in the notice shall be made. If, however, a majority of the stockholders shall be present at any regular or special meeting, these By-Laws may be amended by a unanimous vote without any previous notice.



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

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

Plaintiff,

and

CARL L. KENNEDY, II

Defendant

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

---

**NOTICE OF FILING**

COMES NOW, the Defendant, CARL L. KENNEDY, II, by and through the undersigned counsel,  
hereby gives notice of filing **Affidavit of Carl L. Kennedy, II** in the above styled matter.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 28th day of July 2021 a copy of the foregoing was e-filed and delivered to Edward F. Holodak, Esq., 7951 SW 6<sup>th</sup> St., Suite 210, Plantation, FL 33324, pleadings@holodakpa.com.

THE LAW OFFICES OF SCOTT J. KALISH, PLLC.

/s/ Scott J. Kalish

SCOTT J. KALISH, ESQUIRE

5255 N. Federal Hwy.

Suite 325

Boca Raton, FL 33487

(954)-990-9307

Fla. Bar No.: 118292

scott@scottjkalishlaw.com

*Attorney for Defendant*

**EXHIBIT B**

**Page 1 of 3**

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, II

Defendant/Counter-Plaintiff.

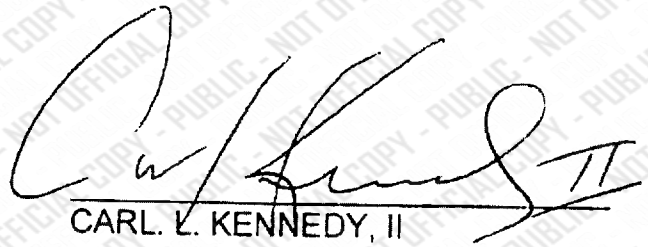
**AFFIDAVIT OF CARL L. KENNEDY, II**

Carl L. Kennedy, II, after first being duly sworn upon oath, deposes and states as follows:

1. I am the Affiant and have personal knowledge of the facts contained herein.
2. I am the Defendant in this matter and the former Treasurer of Plaintiff corporation.
3. To the best of my knowledge, information and belief, I have provided directly to Plaintiff all documents and records within my possession, custody or control which belong to the Plaintiff.
4. To the best of my knowledge, information and belief, I have provided Plaintiff all financial documents and records within my possession, custody or control which relate to Plaintiff corporation.
5. I have provided Plaintiff with an accounting in the form of a General Ledger Detail (which includes Profit & Loss Statement and Balance Sheet) for every month of the entire term that I was Treasurer of Plaintiff corporation from April, 2014 through February 12, 2020.

6. I possess no information in the form of electronic data regarding the financial records of the Plaintiff which has not already been provided to Plaintiff in the form of paper documents and records.

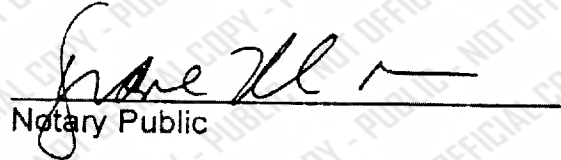
FURTHER AFFIANT SAYETH NAUGHT

  
CARL L. KENNEDY, II

State of Florida )  
County of ~~Palm Beach~~ )  
                  Broward

Sworn to and subscribed to before me by CARL L. KENNEDY, II this 30 day of June, 2021 and who is known to me or satisfactorily proven and who did take an oath.

My commission expires: Feb 08, 2022

  
Notary Public



DIANE M PERSTEN  
Commission # GG 159200  
Expires February 8, 2022  
Bonded Thru Budget Notary Services

I hereby certify that I sent a copy of the foregoing via the e-portal to Edward Holodak, Esquire at pleadings@holodakpa.com, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Respectfully submitted,

/s/ Wendy A. Hausmann  
Wendy A. Hausmann, Esquire  
Attorney for Defendant  
20283 State Road 7, Suite #400  
Boca Raton, Florida 33498  
(561) 477-5353  
Fla. Bar No. 304300  
E-service: HausmannW@aol.com  
WhausmannLaw@gmail.com



From: hausmannw@aol.com,

To: edward@holodakpa.com,

Cc: clktx@aol.com,

Subject: PBFC v Kennedy - PBFC Accountings for 4/1/14 - 2/12/2020

Date: Fri, Jun 25, 2021 4:57 pm

Attachments: PBFC - GL Detail 04012014 to 12312016.pdf (1355K)

Good afternoon, Ed:

Please see below and attached, full accountings for Pompano Senior Squadron Flying Club (PBFC) from the beginning of Carl Kennedy's term as Treasurer in April, 2014 through December 31, 2016. The accountings consist of General Ledger Detail Reports which include Profit & Loss Statements and Balance Sheets. You have previously been provided a "flash drive" containing the similar PBFC accountings for the years 2017 through the conclusion of his term as Treasurer on February 12, 2020.

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](mailto:hausmannw@aol.com).

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

From: Carl Kennedy <clktx@aol.com>

To: pbclub.treasurer@gmail.com; pbclub.vp@gmail.com

Cc: hausmannw@aol.com

Sent: Fri, Jun 25, 2021 4:36 pm

Subject: PBFC - General Ledger Detail Report - partial 2014, full 2015, full 2016

Tor:

Attached hereto you will find the final three quarters of 2014, the full year 2015 and the full year 2016 in the form of a General Ledger Detail report.

This will culminate the final accounting for my term as PBFC Treasurer. As of this submission to PBFC, the Club has not only been provided with accountings for every single month I was Treasurer of PBFC, but also has been provided with every piece of paper from which the accountings have been comprised. PBFC is therefore able to do on its own whatever other type of accounting for whatever purpose it desires.

With Due Respect,

Carl Kennedy

**EXHIBIT C**

Page 1 of 2



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., et al**

Plaintiff(s) / Petitioner(s)

v.

**Pompano Senior Squadron Flying Club Inc, et al**

Defendant(s) / Respondent(s)

**ORDER GRANTING DEFENDANT'S MOTION TO STRIKE PLAINTIFF'S CLAIM  
FOR ATTORNEY'S FEES**

THIS CAUSE having come to be heard on June 28, 2021 regarding Defendant's Motion to Strike Plaintiff's Claim for Attorney's Fees, the parties being represented by counsel and having presented argument, the Court considering the pleadings herein, and being otherwise fully advised, it is:

**ORDERED AND ADJUDGED** that Defendant's Motion to Strike Plaintiff's Claims for Attorney's Fees in connection with Count I and Count II of Plaintiff's Complaint filed herein is **GRANTED**.

**DONE** and **ORDERED** in Chambers, at Broward County, Florida on 06-28-2021.

CACE20005993 06-28-2021 12:05 PM

CACE20005993 06-28-2021 12:05 PM

Hon. David A Haimes

**CIRCUIT JUDGE**

Electronically Signed by David A Haimes

**Copies Furnished To:**

Carl Lemley Kennedy II , E-mail : CLKTax@aol.com

Carl Lemley Kennedy II , E-mail : mail@goard.com

Edward F Holodak , E-mail : pleadings@holodakpa.com

Edward F Holodak , E-mail : edward@holodakpa.com

**EXHIBIT D**