

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.: CACE 20-005993 (08)

Plaintiff,

v

CARL KENNEDY, individually,

Defendant.

PLAINTIFF'S NOTICE OF FILING REMOVAL TO BANKRUPTCY COURT

Plaintiff, POMPANO SENIOR SQUADRON FLYING CLUB, INC. (Plaintiff "CLUB"), by and through its undersigned counsel, files the attached Notice of Removal putting the Court and all parties on notice of removal of this case to federal bankruptcy court.

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via eportal this 25th day of August 2022 to Steve Barker, Esquire, 901-A Clint Moore Road, Boca Raton, FL 33487 slb@stephenbarkerlaw.com

/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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Case No. 22-15714-PDR

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

Chapter 11
(Subchapter V)

Debtor.

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

Adv Proc. No.

Plaintiff,

v.

CARL KENNEDY, individually,

Defendant.

NOTICE OF REMOVAL

The Debtor, Pompano Senior Squadron Flying Club, Inc., as a debtor-in-possession and by and through undersigned counsel, pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (2022) files the instant *Notice of Removal* of that certain state court action styled *Pompano Senior Squadron Flying Club, Inc. v. Kennedy*, designated Case Number CACE 20-005993 (08), pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Miami-Dade County, Florida (the “State Court Action”) and by way of this *Notice* removes the State Court Action, and that facts on which entitle the Debtor to remove the State Court Action are as follows:

1. Debtor filed a voluntary bankruptcy petition on July 27, 2022 in the Southern District of Florida under Title 11 of the United States Code (the “Bankruptcy Code”), specifically, under subchapter V of chapter 11 of the Bankruptcy Code, which was assigned Case No. 22-15714-PDR.

2. Debtor is the Plaintiff in the State Court Action that is being removed

3. As set forth in the *Third Amended Verified Complaint* filed in the State Court Action (the “*Third Amended Complaint*”), a copy of which is attached hereto as **Exhibit “A”**:

- a. Defendant Kennedy was an officer and director of Plaintiff Flying Club from May 22, 2014, until the beginning of 2020,
- b. At all times relevant to the issues raised in the State Court Action, Defendant Kennedy served as the treasurer of the Debtor.
- c. During his term as treasurer, Kennedy made multiple payments from Debtor’s corporate bank account to pay Kennedy’s American Express credit charges,
- d. Just prior to the date Kennedy was replaced as treasurer of the Debtor, Kennedy issued checks on Debtor’s corporate checking account to himself and others,
- e. There are no corporate records, resolutions, minutes of meetings, or any other corporate document evidencing authorization for these payments made by Kennedy to himself or to the others,
- f. On or about February 12, 2020, Defendant Kennedy signed and recorded liens against aircraft owned by Plaintiff Club (the “Liens”), and
- g. The Liens listed Defendant Kennedy as the lienor thereunder.
- h. As a result of the foregoing, Debtor brought claims against Kennedy in the State Court action for an accounting (Count I), violation of Florida Statutes, § 817.535

for slandering title to the aircraft by recording fraudulent liens, and for breach of fiduciary duty (Count III).

4. The claims in the State Court Action therefore fall within the jurisdictional scope of 28 U.S.C. § 1334.

5. The claims asserted in the State Court Action in Count I and II, which seek an accounting with respect to the losses suffered by the Debtor pre-petition, and that which challenges the validity of the Liens are core claims, or at the very least, claims that are “related to” the bankruptcy. And the claim for breach of fiduciary duty in Count III of the *Third Amended Complaint* is also, at a minimum, related to the bankruptcy case for the recovery will likely impact that to be received by creditors on account of their allowed claims.

6. By way of this *Notice*, Debtor respectfully removes the State Court Action from the Courts of the State of Florida and to this Honorable Court pursuant to subsection (a) of 28 U.S.C. § 1452 – Removal of claims related to bankruptcy cases, which provides:

A party may remove any claim or cause of action in a civil action other than a proceeding before the United States Tax Court or a civil action by a governmental unit to enforce such governmental unit’s police or regulatory power, to the district court for the district where such civil action is pending, if such district court has jurisdiction of such claim or cause of action under section 1334 of this title.¹

In addition to the *Third Amended Complaint* attached as Exhibit A, a copy of *Defendant’s [Kennedy’s] Answer and Affirmative Defenses to Plaintiff’s [Debtor’s] Third Amended Verified Complaint* filed in the State Court Action is hereto as **Exhibit “B”**.

WHEREFORE, by way of this *Notice*, Debtor, by and through undersigned counsel, removes to this Honorable Court the State Court action identified herein.

¹ As a result of Local Rule 87.2 of the United States District Court for the Southern District of Florida, this *Notice* and the removal are automatically lodged in this Court.

Dated this 25th day of August, 2022.

LORIUM LAW

Counsel for the Debtor-in-Possession

101 NE Third Avenue, Suite 1800

Fort Lauderdale, FL 33301

Telephone: (954) 462-8000

Facsimile: (954) 462-4300

By: /s/ Jason E. Slatkin

CRAIG A. PUGATCH

Florida Bar No.: 653381

capugatch@loriumlaw.com

JASON E. SLATKIN

Florida Bar No. 040370

jslatkin@lorium.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Court's CM/ECF system to all those listed below and via email to Edward F. Holodak, Esq., attorney for Pompano Senior Squadron Flying Club, Inc., edward@holodakpa.com, and Scott Kalish, Esq., attorney for Carl Kennedy, scott@scottkalishlaw.com on this 25th day of August, 2022.

By: /s/ Jason E. Slatkin
Jason E. Slatkin

SERVICE LIST

Adisley M Cortez Rodriguez on behalf of U.S. Trustee Office of the US Trustee
Adisley.M.Cortez-Rodriguez@usdoj.gov

Carol Lynn Fox
cfox@brileyfin.com, cclf11@trustesolutions.net

Susan D. Lasky, Esq on behalf of Creditor Sunwood, Inc.
ECF@suelasky.com, ecfsuelasky@gmail.com; r48532@notify.bestcase.com

Office of the US Trustee
USTPRegion21.MM.ECF@usdoj.gov

Erica Kristine Ramos on behalf of Creditor Bruce Ayala
erica@aviationlegalcounsel.com

Dane T. Stanish, Esq. on behalf of Creditor Sunwood, Inc.
stanishd@gmail.com

EXHIBIT “A”

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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.

THIRD 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

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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 was attached as Plaintiff Flying Club's Exhibit #1 to its prior complaints and is incorporated herein by reference. (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 Treasurer 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").

12. The Liens listed Defendant Kennedy as the lienor thereunder. Copy of liens were attached as Exhibit #2 to its prior complaints and is incorporated herein by reference.

13. Defendant Kennedy asserts that the Liens were for services, parts and fuel supplied to Plaintiff Club's aircrafts.

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

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

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

17. 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

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

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

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

21. 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.

22. 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.

23. Plaintiff Flying Club has no adequate remedy at law as to obtaining the information such an accounting will provide.

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24. 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 any other relief that this Court deems just and equitable.

COUNT II
VIOLATION OF §817.535 Fla. Stat.

25. Plaintiff Flying Club realleges the General Allegations and incorporates them herein by reference as if pled herein specifically.
26. This Court has jurisdiction over the parties and the subject matter herein.
27. Defendant Kennedy despite filing the Liens listed himself as lienor, never personally provided the funding for such Liens.
28. By filing the Liens in his personal name without having provided Plaintiff Club the money associated with such Liens, Defendant Kennedy filed false records against the personal property of Plaintiff Club.
29. Such actions by Defendant Kennedy are in violation of §817.535 Fla. Stat.
30. At the time Defendant Kennedy filed the Liens, Defendant Kennedy knew that he had not personally provided the funding to Plaintiff Club associated with the claim of liens.

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31. 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.

32. 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.

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

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

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

36. 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, punitive damages as provided for in §817.535 Fla. Stat., court costs, attorney fees, and any other relief that this court deems just and equitable including an Order purging or sealing the public records of the Liens and imposition of a civil penalty of \$2,500.00 per lien against Defendant Kennedy as provided for in §817.535(8)(b), et. seq.

COUNT III
BREACH OF FIDUCIARY DUTY

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

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

39. 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.

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

41. 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.

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

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

48. During his tenure as treasurer of Plaintiff Club, Defendant Kennedy used

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Plaintiff Club's financial accounts to pay his personal American Express bills.

49. 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.

50. 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.

51. 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 liens were attached as Exhibit #3 to its prior complaints and is incorporated herein by reference.

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

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

54. 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.

55. 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.

56. 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

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included money more than the Ten Thousand Dollars (\$10,000) loaned.

57. Defendant Kennedy as treasurer and director of Plaintiff Club owed Plaintiff Club a fiduciary duty.

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

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

60. Defendant Kennedy's actions outlined above were to derive a personal benefit to Defendant Kennedy.

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

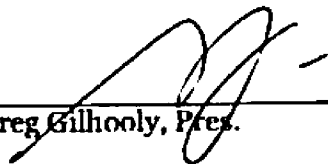
WHEREFORE Plaintiff Club demands judgment against Defendant Kennedy for damages, court costs, attorney fees, and any other relief that this Court deems just and equitable including an injunction requiring Defendant Kennedy to record a release of liens for each lien he improperly filed against the personal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

Second Amended Complaint
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Pursuant to Section 92.525 Florida Statute:

Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true

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

By:  _____
Greg Gilhooly, Pres.

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Third Amended Complaint
CACE 20-005993 (08)

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via eportal this 16th day of December 2021 to Scott Kalish, Esq., scott@scottjkalishlaw.com

/s/ Edward F. Holodak
Edward F. Holodak, Esq.
Attorney for Plaintiffs
Fla. Bar No. 059234
EDWARD F. HOLODAK, P.A.
7951 SW 6th Street, Suite 210
Plantation, Florida 33324
Telephone: (954) 927-3436
pleadings@holodakpa.com

EXHIBIT “B”

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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,

v.

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

CARL L. KENNEDY, II

Defendant

**DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S THIRD
AMENDED VERIFIED COMPLAINT**

1. Admitted.
2. Admitted in part, denied that Mr. Kennedy is a resident of Broward County.
3. Admitted.
4. Defendant is without knowledge, therefore denied.
5. Denied.
6. Defendant is without knowledge, therefore denied.
7. Defendant is without knowledge, therefore denied.
8. Admitted.
9. Denied.
10. Admitted.
11. Admitted.
12. Admitted.
13. Denied.
14. Admitted.
15. Admitted.

- 16. Denied.
- 17. Defendant is without knowledge, therefore denied.

COUNT I
ACCOUNTING

- 18. Defendant re-incorporates and re-alleges its answers to paragraphs 1 through 17 above.
- 19. Admitted for jurisdictional purposes only.
- 20. Defendant admits that as treasurer he was in a fiduciary relationship with Plaintiff.
- 21. Denied.
- 22. Denied.
- 23. Denied.
- 24. Denied.

COUNT II
VIOLATION OF § 817.535, Fla. Stat.

- 25. Defendant re-incorporates and re-alleges its answers to paragraphs 1 through 17 above.
- 26. Admitted for jurisdictional purposes only.
- 27. Denied.
- 28. Denied.
- 29. Denied.
- 30. Denied.
- 31. Denied.
- 32. Denied.
- 33. Denied.
- 34. Denied.
- 35. Denied.
- 36. Denied.

COUNT III
BREACH OF FIDUCIARY DUTY

37. Defendant re-incorporates and re-alleges its answers to paragraphs 1 through 17 above.
38. Admitted for jurisdictional purposes only.
39. Admitted.
40. Denied.
41. Denied.
42. Denied.
43. Denied.
44. Denied.
45. Denied.
46. Denied.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.
52. Admitted.
53. Denied.
54. Denied.
55. Denied.
56. Denied.
57. Admitted.
58. Denied.
59. Denied.
60. Denied.

61. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

1. As to the action for an accounting Plaintiff has failed to state a cause of action since Defendant has provided Plaintiff with each and every document Defendant has in his possession, care, or control related to the Plaintiff, Flying Club, and no further relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. As to the action for an accounting Plaintiff has failed to state a cause of action pursuant to *Bernardele v. Bonorino*, 608 F. Supp.2d 1313, 1329 (S.D. Fla. 2009), since Plaintiff failed to allege any ultimate facts that Defendant committed fraud.

THIRD AFFIRMATIVE DEFENSE

3. As to the action for a violation of § 817.535, Fla. Stat. Plaintiff has failed to state a cause of action pursuant to *Dragash v. Federal National Mortgage Association*, 700 Fed. Appx. 939 (11th Cir. 2017), since Plaintiff failed to allege it has suffered any specific damages as a result of the liens.

FOURTH AFFIRMATIVE DEFENSE

4. To the extent that Plaintiff's complaint makes any claim which is outside of the applicable statute of limitations, Plaintiff's claims must be barred.

FIFTH AFFIRMATIVE DEFENSE

5. Plaintiff's claims are barred either in whole or part by the doctrine of equitable estoppel since Plaintiff benefitted substantially from Defendant's time as Treasurer and approved of all actions and inactions. Plaintiff therefore must be barred from changing its position after Defendant justifiably relied on Plaintiff's previous position regarding conduct as its former Treasurer.

SIXTH AFFIRMATIVE DEFENSE

6. Defendant did not breach any fiduciary duty by using the his credit card since all payments made by Plaintiff were for business related expenses.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiff's claim for an accounting is barred to the extent that Plaintiff has an adequate legal remedy.

EIGHTH AFFIRMATIVE DEFENSE

8. Plaintiff's claim for a breach of fiduciary duty is barred either in whole or in part because any award of damages would constitute unjust enrichment because Defendant expended a considerable amount of labor performing accounting work which substantially reduced Plaintiff's debt to a third party creditor.

NINETH AFFIRMATIVE DEFENSE

9. Plaintiff's claims are barred by the doctrine of accord and satisfaction.

TENTH AFFIRMATIVE DEFENSE

10. Plaintiff's claims are barred since Plaintiff has waived any cause of action or claims it may have against Defendant by reason of Plaintiff's own actions and course of conduct. Specifically, Plaintiff Flying Club ratified and approved the loans Defendant procured on behalf of the Flying Club as well as the liens securing those loans.

ELEVENTH AFFIRMATIVE DEFENSE

11. Plaintiff's claims are barred by the doctrine of ratification since all actions taken by Defendant were either expressly or implicitly approved, consented to, and ratified by the Board of Directors in office during Defendant's tenure as Plaintiff's Treasurer.

TWELFTH AFFIRMATIVE DEFENSE

12. Plaintiff's claims are barred by the Business Judgment Rule. All actions or inactions were taken or not taken, in good faith, in the best interest of Plaintiff Flying Club and in accordance with the corporation's Bylaws.

THIRTEENTH AFFIRMATIVE DEFENSE

13. Plaintiff's claim for breach of fiduciary duty is barred either in whole or part because Plaintiff is liable for unpaid accounting work performed by Defendant and used to reduce Plaintiff's debt to a third-party creditor and is therefore entitled to a set off in that amount.

FOURTEENTH AFFIRMATIVE DEFENSE

14. The claims set forth in the complaint in this action are barred under the doctrine of laches.

FIFTEENTH AFFIRMATIVE DEFENSE

15. The claims set forth in the complaint in this action are barred by the doctrine of unclean hands.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of January 2022 a copy of the foregoing was e-filed and delivered to Edward F. Holodak, Esq., 7951 SW 6th 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

Florida Bar No.: 118292

scott@scottjkalishlaw.com

DARA A. JAGGARS, ESQUIRE

Florida Bar No.: 1018603

dara@scottjkalishlaw.com

2161 Palm Beach Lakes Blvd.

West Palm Beach, FL 33409

(954)-990-9307

Attorney for Defendant