

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

SUNWOOD, INC.,

CASE NO. 21-003202 CACE

Plaintiff,

vs.

POMPANO SENIOR SQUADRON FLYING
CLUB, INC.,

Defendant.

AMENDED COMPLAINT FOR DAMAGES

Plaintiff, Sunwood, Inc., through its undersigned counsel, sues Defendant, Pompano Senior Squadron Flying Club, Inc., and alleges:

1. This is an action for damages which exceed the sum of thirty thousand dollars, exclusive of interest and costs.
2. Venue is proper in Broward County, Florida, in that the both parties did their business here.
3. On or about September 24, 2018, Plaintiff loaned the sum of \$100,000.00 to the Defendant. A copy of the check given to the Defendant as the loan is attached hereto.
4. The parties had orally agreed that the loaned money would be repaid within one year with interest at the rate of twelve percent per annum.
5. Defendant has defaulted on the repayment of the loan.
6. Plaintiff has made written demand for repayment on the Defendant but the Defendant has failed or refused to repay the monies loaned to it.
7. Plaintiff has performed all conditions precedent.
8. Plaintiff has retained the services of the undersigned and has promised to pay a reasonable

fee for those services.

Count I - Money Owed

9. This is an action for money owed.

10. Plaintiff realleges and reavers each and every allegation set forth in paragraphs 1 through 8 above as though fully set forth herein.

11. As a result of the Defendant's failure or refusal to repay the monies loaned to it, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment for damages, interest, costs, a reasonable attorney's fee, and any other relief that this Court deems appropriate.

Count II - Unjust Enrichment

12. This is an action for unjust enrichment.

13. Plaintiff realleges and reavers each and every allegation set forth in paragraphs 1 through 8 above as though fully set forth herein.

14. Plaintiff has conferred a benefit on the Defendant, who has knowledge thereof, by the Defendant's receipt and acceptance of the Plaintiff's check for \$100,000.00.

15. The Defendant voluntarily accepted and still retains the benefit conferred.

16. The circumstances herein are such that it would be inequitable for the Defendant to retain the \$100,000.00 benefit without first paying the value thereof to the Plaintiff.

17. As a result of the Defendant's failure or refusal to repay the monies loaned to it, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment for damages, interest, costs, a reasonable attorney's fee, and any other relief that this Court deems appropriate.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via email this September 27, 2021, to Edward F. Holodak, Esq., at pleadings@holodakpa.com and Carolyn N. Budnik, Esq., at carolyn@cbudlaw.com.

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By: /s/ Dane T. Stanish
DANE T. STANISH
FL Bar No.: 931993

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SUNWOOD INC.
P.O. BOX 714
POMPANO BEACH, FL 33061

DATE 16 Feb 2021 63-9059/2670

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