

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

SUNWOOD, INC.,

Plaintiff,

vs.

POMPANO SENIOR SQUADRON
FLYING CLUB, INC.,

Defendant.

Case No.: CACE 21 – 003202 (12)

DEFENDANT'S AMENDED ANSWER AND AFFIRMATIVE DEFENSES

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB D/B/A POMPANO BEACH FLYING CLUB (Defendant "Club"), by and through its undersigned counsel, files this Amended Answer and Affirmative Defenses to Plaintiff's SUNWOOD, INC.

(Plaintiff "Sunwood") Amended Complaint and says:

1. Admitted for jurisdictional purposes only.
2. Admitted.
3. Defendant Club is without knowledge as to the allegations of paragraph three and demand strict proof thereof.
4. Defendant Club denies the allegations in Paragraph 4 and demands strict proof thereof.
5. Denied.
6. Defendant Club admits Plaintiff Sunwood made written demand for repayment but denies any monies are due to Plaintiff Sunwood.
7. Denied.

8. Defendant Club is without knowledge as the allegations of paragraph nine demand strict proof thereof.

9. Admitted for jurisdictional purposes only.

10. Defendant Club realleges its previously pled Answers.

11. Denied.

12. Admitted for jurisdictional purposes only.

13. Defendant Club realleges its previously pled answers.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

AFFIRMATIVE DEFENSES

18. Defendant Club asserts is its First affirmative defense that Plaintiff Sunwood has failed to state a cause of action for Money Owed.

19. Defendant Club asserts is its Second affirmative defense that Plaintiff Sunwood has failed to comply with §201.08 Fla. Stat.

20. Defendant Club asserts as its Third affirmative defense that Plaintiff Sunwood has failed to comply with Florida's Statute of Frauds.

21. Defendant Club asserts as its Fourth affirmative defense payment.

22. Defendant Club asserts as its Fifth affirmative defense that the exhibit attached to the Complaint contradicts the allegations of the Complaint in that it does not evidence that the check was deposited or cashed by Defendant Club.

23. Defendant Club asserts is its Sixth affirmative defense that Plaintiff Sunwood is estopped from bringing this claim in that Plaintiff Sunwood knew that Defendant Club was required to obtain the consent of the Board of Directors and members of Defendant Club before taking a loan in the amount alleged and no such authorization was obtained.

24. Defendant Club asserts that as its Seventh affirmative defense that the loan was a personal loan to the director that allegedly solicited the loan from Plaintiff Sunwood and Defendant Club never agreed in writing to pay the debt of the third-party.

25. Defendant Club asserts as its Eighth affirmative defense failure to join an indispensable party, to-wit: Carl Kennedy, the director that allegedly solicited this loan.

26. Defendant Club asserts as its Ninth Affirmative Defense that it was not aware of any alleged loan at the time of the check and such loan was never approved by the Board of Directors.

27. Defendant Club asserts as its Tenth Affirmative Defense that it was not aware of any alleged loan at the time of the check and such loan was never approved by the members of the Club as required by its By-Laws.

28. Defendant Club asserts as its Eleventh Affirmative Defenses that Plaintiff has unclean hands and cannot seek equity, Plaintiff knew of Defendant's requirements for Board approval and member approval and yet negotiated with Carl Kennedy only, a single Board member of Defendant Club to obtain such loan.

29. Defendant Club asserts as its Twelfth Affirmative Defense that if Plaintiff Sunwood alleges an explicit agreement to borrow money and repay same, then it is estopped from claiming quasi-judicial claims.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via eportal this 18th day of October 2021 to Dane Stanish, Esq., stanishd@gmail.com.

_/s/ Edward F. Holodak, Esq.,

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