

IN THE CIRCUIT COURT OF
THE 17th JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY,
FLORIDA
Case No.: CACE 21 – 003202 (12)

SUNWOOD, INC.,

Plaintiff,

vs.

POMPANO SENIOR SQUADRON
FLYING CLUB, INC.,

Defendant.

EX-PARTE MOTION TO COMPEL DISCOVERY

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., A Florida Corporation (“CLUB”), by and through its undersigned counsel, pursuant to Local Rule 10, respectfully requests this Honorable Court to enter an Ex-Parte Order Compelling Plaintiff, SUNWOOD, INC., ‘s (“Sunwood”) to respond to Defendant CLUB’s Discovery request, and says:

1. On or about June 2, 2021, Defendant CLUB served Plaintiff Sunwood with a Notice of Serving Interrogatories and Request For Production. Defendant CLUB’s Interrogatories and Request For Production are attached hereto as Composite **Exhibit #1**.
2. As of the date of this Motion, Plaintiff Sunwood has failed to respond, ask for an extension of time, or object to Defendant CLUB’s Discovery Requests.
5. Pursuant to this Court’s Local Administrative Rule 10 and in view of the fact that the deadline has passed, and that no response whatsoever has been filed, Defendant CLUB moves this Honorable Court for an Order compelling Plaintiff Sunwood’s discovery responses.

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NOTICE OF SERVING INTERROGATORIES

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC. (“Club”), pursuant to the Rule 1.340, Fla.R.Civ.P., requests Plaintiff, SUNWOOD, INC. (“Sunwood”) answer the following interrogatories in writing and under oath within thirty (30) days from the date of service hereof.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via eportal this 2nd day of June to Dane Stanish, Esq., stanishd@gmail.com.

/s/ Edward F. Holodak, Esq.,

EDWARD F. HOLODAK, ESQ.

Attorney for Defendant

Fla. Bar No.: 059234

Edward F. Holodak, P.A.

7951 SW 6th St., Suite 210

Plantation, Fl. 33324

Telephone: (954) 927-3436

pleadings@holodakpa.com

DEFINITIONS

1. As used herein, please note the terms you, Plaintiff, or Sunwood refers to Plaintiff Sunwood, Inc.
2. The term Defendant or Club refers to POMPANO SENIOR SQUADRON FLYING CLUB, INC.
3. As used herein, the term person means any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, government body, group of natural persons, or other entity.
4. As used herein, the term "Loan" means the One Hundred Thousand Dollar (\$100,000.00) loan Sunwood sued upon herein.
5. As used herein, the terms "documents" as well as "documentation" shall mean any written, printed or typed matter in the possession, custody or control of Defendant, his agents or attorneys, including, but not limited to, all drafts and copies bearing notations or marks not found in the original, letters and correspondence, interoffice communications, surveys, reports, messages of any type, telephone messages, notices, instructions, minutes, summaries, notes, notes of meetings, transcripts, file folder markings, and any other organizational indicia, accounting records, accounting worksheets, tapes or other recordings, magnetic tapes, electronic data storage devices, electronic data communication devices, computers spreadsheets, computer printouts, or any other information filed or stored in any form in computers or otherwise and which can be retrieved, obtained, manipulated, or translated.
6. As used herein, the term relates to or relating to@ means referring to, concerning, documenting, responding to, containing, regarding, discussing, documenting, describing, reflecting, analyzing, constituting, disclosing, employing, defining, stating, explaining, summarizing, or in any way pertaining to.
7. As used herein, the terms and as well as or shall be construed both disjunctively and conjunctively so as to bring within the scope of each of these requests any information which otherwise might be construed to be outside the scope of any request.
8. The use of the singular form of any word includes the plural, and the use of the plural includes the singular.

INSTRUCTIONS

9. Your written response shall state, with respect to each interrogatory shall provide exact information, and if you cannot be exact, estimate the information and so indicate, with upper and lower boundaries.
10. To the extent you object, please state the reasons for the objection, including any claim of privilege, and the factual basis therefore to determine the sufficiency of the basis for the objection. If objection is made to part of an interrogatory, the part shall be specified with the reasons, and the remaining parts shall be answered.
11. If you are unable to answer all or part of an interrogatory, identify the person whom you believe has the knowledge or information which the interrogatory addresses.
12. These interrogatories are deemed to be continuing in nature, and in the event you become aware of or acquire in your possession, custody or control additional information responsive to the interrogatory, you are requested to produce promptly an amendment to the previously supplied interrogatory answer or response.
13. If in responding to these interrogatories you encounter any ambiguity in construing any interrogatory, instructions or definition, please set forth the matter deemed ambiguous and the construction used in responding thereto.

INTERROGATORIES

1. State the name, address and phone number of the person or persons answering or assisting with the preparation of the answer to these interrogatories and their relationship to Sunwood.

2. State the name of each person, that person's phone number, email address and physical address who Sunwood communicated with regarding a request for or offer to make a loan to the Club.

3. For each person identified in your answer to Interrogatory #2, state the date, time and location of each conversation or communication between Sunwood and the identified person regarding the request for a loan or offer to make a loan and whether the communication was verbal or written and the general content of the communication.

4. State each and every term regarding repayment of the Loan agreed upon between Sunwood and the Club, including but not limited to the amount of the loan, term (length of time) of repayment, due date, interest rate, default provisions.

5. Identify the representative(s) of the Club who agreed to the terms you described in your answer to Interrogatory #4.

6. State the name of every Board of Director or member of the Club, that you know, who is aware that the Club took the Loan from Sunwood. For each person identified, state the basis for your knowledge that the person knows of the Loan.

7. State how you know Carl Kennedy, who served as treasurer of the Club at the time Sunwood made the alleged Loan to the Club, the length of time you have known Carl Kennedy, and whether you have ever had any business transactions with Carl Kennedy prior to the Loan. If so, identify each and every such business transaction.

8. Has Sunwood ever made a loan of any nature or amount to Carl Kennedy prior to or since the Loan. If so, date the date, amount and reason Sunwood made such loan to Carl Kennedy.

STATE OF FLORIDA)
COUNTY OF BROWARD)

SUNWOOD, INC.
BY: _____
PRINTED NAME: _____

The foregoing instrument was acknowledged before me, by means of _____ physical presence
or _____ online notarization, this _____ day of _____, 2021, by
_____ who is personally known to me or who produced
_____ as identification and who did take an oath.

Notary Public
My Commission Expires:

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DEFENDANT’S REQUEST FOR PRODUCTION

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., (Defendant “Club”) by and through its undersigned counsel, pursuant to Rule 1.350, Fla. R. Civ. P., requests Plaintiff, SUNWOOD, INC., (“Sunwood”) to produce the following documents for inspection and copying within thirty (30) days from the date of serve, to the Law Office of Edward F. Holodak, P.A., 3326 NE 33 Street, Fort Lauderdale, FL 33308.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via eportal this 2nd day of June 2021 to Dane Stanish, Esq., stanishd@gmail.com.

_____/s/ Edward F. Holodak, Esq.,__

EDWARD F. HOLODAK, ESQ.
Attorney for Defendant
Fla. Bar No.: 059234
Edward F. Holodak, P.A.
7951 SW 6th St., Suite 210
Plantation, Fl. 33324
Telephone: (954) 927-3436
pleadings@holodakpa.com

DEFINITIONS AND INSTRUCTIONS

As used herein, the terms listed below are defined as follows:

1. The term Plaintiff refers to SUNWOOD, INC.
2. The term Defendant and Club refers to POMPANO SENIOR SQUADRON FLYING CLUB, INC.
3. For any documents produced, documents provided shall be completed and, unless privileged, un-redacted, submitted as found in the company's files (e.g., documents that in their original condition were stapled, clipped or otherwise fastened together or maintained in separate file folders shall be produced in such form). The company may submit photocopies (with color photocopies where necessary to interpret the document), in lieu of original documents, provided that such copies are true, correct and complete copies of the original documents. Documents submitted shall be produced in the order in which they appear in the company's files and shall not be shuffled or otherwise rearranged. Mark each page with corporate identification and consecutive document control numbers. Place all documents produced in file folders. Mark each file folder with the corporate identification, the name of the person whose documents are in the folder and how the original file was labeled.

DOCUMENTS TO BE PRODUCED

1. Copy of any and all checks, both front and back, or any document evidencing payment by Plaintiff to Defendant of the alleged One Hundred Thousand Dollar (\$100,000) loan sued for herein (the "Loan").
2. Copy of any and all receipts, notes or any document from Defendant evidencing payment of the Loan to Club.
3. Copy of all promissory notes, loan agreement or other another document evidencing the Loan from Plaintiff to Club.
4. Copies of all communications, including text messages, emails or other electronic media between Plaintiff and the Club, or any officer, director or member of Club, regarding the Loan, including but not limited to, applications, requests for the Loan, credit checks, repayment terms, etc.
5. Copies all demands from Plaintiff to the Club for repayment of the loan, whether sent by Plaintiff, its agents or attorneys.
6. Copies of any minutes of Club's meetings, either Board of Directors or Members', in which the Loan was discussed in any manner.
7. Copy of any document, including emails, text messages, etc., evidencing the Club's need or reasons for requesting or accepting the Loan.
8. Copy of any communications between Plaintiff, its agents, employees, directors, shareholders or attorneys and Carl Kennedy regarding the alleged loan in any manner.
9. Copy of any communications between Plaintiff, its agents, employees, directors, shareholders or attorneys and Wendy Hausmann, Esq., regarding the alleged loan in any manner.
10. Copy of any communications between Plaintiff, its agents, employees, directors, shareholders or attorneys and Wendy Hausmann, Esq., regarding Carl Kennedy as it relates to the Club in any manner.