

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

SUNWOOD, INC.,

Plaintiff,

vs.

Case No.: CACE 21-003202 (12)

POMPANO SENIOR SQUADRON
FLYING CLUB, INC.

Defendant

POMPANO SENIOR SQUADRON
FLYING CLUB, INC.,

Third-Party Plaintiff,

CARL L. KENNEDY, II

Third-Party Defendant.

MOTION TO DISMISS AND/OR STRIKE THIRD-PARTY COMPLAINT

TO THE HONORABLE JUDGE OF THIS COURT:

I, Carl L. Kennedy, II, in response to Third-Party Plaintiff's Third-Party Complaint, hereby respectfully represent as follows:

1. On October 12, 2021, Third-Party Plaintiff served me with a Third-Party Complaint in this matter, suing me individually, but strictly in connection with my capacity as the former Treasurer of Third-Party Plaintiff's social flying club.
2. Third-Party Plaintiff's Third-Party Complaint is directed to a "corporation". See Florida Statutes. I, as an individual, do not comprise and am not the "corporation", and therefore the Third-Party Plaintiff should have included all of the former Officers and members of the

former Board of Directors in this lawsuit. The Third-Party Plaintiff's Third-Party Complaint itself establishes the former Officers and Directors as being necessary parties and clearly implies their interests in this matter. See Third-Party Plaintiff's Third-Party Complaint. The Third-Party Plaintiff has acknowledged the former Board of Directors had unanimously approved the loan made by Sunwood to Third-Party Plaintiff. See Exhibit A. Moreover, Third-Party Plaintiff's corporate documents delegate responsibility for maintaining records for the corporation among more than one Officer. The Third-Party Plaintiff's Third-Party Complaint should be dismissed due to the failure to join all former Officers/Directors as indispensable parties.

3. Third-Party Plaintiff's claim for attorney's fees should be stricken or dismissed due to the failure to provide a proper request for same.

4. Third-Party Plaintiff's Contractual Indemnification Claim fails to state a cause of action, since the Third-Party Plaintiff's By-Laws don't specifically cover this situation.

5. Third-Party Plaintiff has failed to allege the elements necessary to state a claim for indemnification.

6. In order to properly plead a cause of action for common law indemnity, the party seeking indemnity must allege in his complaint that: 1) he is wholly without fault; 2) that the party he is seeking indemnity from is at fault; and 3) that he is liable to the injured party only because he is vicariously, constructively, derivatively, or technically liable for the wrongful acts of the party he is seeking indemnity from.

7. Third-Party Plaintiff's Fraudulent Lien Claim fails to specifically plead fraud, which is required to state a claim for the requested relief.

8. I am still a dues-paying member/shareholder of Third-Party Plaintiff's Flying Club, and in this lawsuit I am therefore, in essence, suing myself and using my own money to do so, which poses a significant conflict.

9. This Court should review the allegations of the Third-Party Plaintiff's Third-Party Complaint in the light most favorable to me. Counsel for Third-Party Plaintiff is being investigated by The Florida Bar in connection with several complaints filed against him due to his lack of candor with the Court. See Exhibits B and C, respectively.

WHEREFORE I, Carl L. Kennedy, II, Third-Party Defendant, respectfully request that I be granted all relief consistent with this Motion that the Court deems just and proper, including that the Court Dismiss and/or Strike Third-Party Plaintiff's Third-Party Complaint.

I hereby certify that on the 3rd day of January, 2022 I sent a copy of this document via the Florida e-portal to Edward Holodak, Esquire at pleadings@holodakpa.com.

Respectfully submitted,

/s/ Carl L. Kennedy, II
Carl L. Kennedy, II
2929 S. Ocean Blvd., #510
Boca Raton, FL 33432
304-552-0206
E-Mail Address: clktx@aol.com

I, Carl L. Kennedy, II, Third-Party Defendant, hereby certify that I have received the assistance of the following attorney in the preparation of this document:

Attorney Name: Scott J. Kalish, Esquire
2161 Palm Beach Lakes Blvd.
Suite 309
West Palm Beach, FL 33409
561-208-1859
E-mail Address(es): scott@scottjkalishlaw.com
Florida Bar Number: 118292



May 5, 2020

Former Member,

It has been brought to the Board's attention that you have terminated your membership in the Pompano Beach Flying Club and have not received your "Buy in Money." On February 12, 2020, the entire Board was replaced by a new board. My name is Gregory Gilhooly, I have been elected to the Board of Directors and serve as the current President.

The new Board inherited a bank account with a \$700.00 balance, within days three checks were presented for payment totaling \$11,700.00. Thus, the Club was overdrawn \$11,000. On the final meeting of the prior Board, the then Treasurer, Carl Kennedy, made a motion to secure \$200,000 of his alleged personal loans to the Club with a lien on our aircrafts. The motion was approved unanimously. A F.A.A. search showed that there were an additional \$200,000 in liens on our four aircrafts. Thus, the Club currently has on record liens in the amount of \$400,000. A preliminary evaluation of the Pompano Beach Flying Club's assets including our four planes and miscellaneous hanger equipment equal approximately \$250,000.

The financial condition of the Club did not happen overnight. The prior Board, as well as members, allowed this to get carried away. It is the opinion of the current Board that the prior Board did not act in the best interest of the Club. We have been obstructed in obtaining past records from the prior Board. The action of the prior Board left us no alternative but to hire legal counsel to assist in determining our exact financial condition. Our attorney has filed the necessary filings to allow us to access to the financials. However, based on the previous Treasurer, Carl Kennedy's last Balance Sheet, our liabilities outweigh our assets. Although the numbers are in question by the current Board it is obvious that the amount owed is greater than assets owned.

As members, we are all governed by the 2010 By Laws, especially Section 6:

WITHDRAWAL FROM MEMBERSHIP In the event a member wishes to withdraw from the Corporation he shall notify the Corporation in writing, Within thirty (30) days from receipt of such notification, provided that the member is in 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 charge or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

EXHIBIT A

PBFC P.O. BOX 10241 Pompano Beach FL 33061



It is my unfortunate duty to advise you that the Pompano Beach Flying Club appears to be currently insolvent. Based upon same, the Board has determined, pursuant to the above Section, the value to be paid to withdrawing members is One Dollar(\$1.00). As stated above we have retained legal counsel to guide us through these troubling times. I am sure this may come as a shock; however, the Board was shocked to inherit the Club in the condition it did from the prior Board.

Rest assured, the current Board is pursuing all avenues open to it to recoup what it can, restore the financial viability of the Club, and in the interim keep us all operating to the best of our abilities. Thank you for your attention, please let us know if you have any questions.

Sincerely,

Gregory Gilhooly

President, Pompano Beach Flying Club

PBFC P.O. BOX 10241 Pompano Beach FL 33061

EXHIBIT A

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

POMPANO SENIOR SQUADRON FLYING CLUB, INC.,
Appellant,

v.

STEVEN J. BORER and MICHAEL W. BORER,
Appellees.

No. 4D21-1520

[December 1, 2021]

Appeal from the County Court for the Seventeenth Judicial Circuit,
Broward County; Phoebe R. Francois, Judge; L.T. Case No. COWE20-
22099 (81).

Edward F. Holodak of Edward F. Holodak, P.A., Plantation, for
appellant.

Ron Renzy of Wallberg & Renzy, P.A., Coral Springs, for appellees.

PER CURIAM.

Appellant appeals a final judgment in favor of appellees. We affirm all
issues raised without comment. However, we remand for the trial court
to strike the reference to Michael Borer as a recovering party in the final
judgment because he previously voluntarily dismissed his claim. See
generally Conklin v. Perez, 321 So. 3d 294 (Fla. 4th DCA 2021) (affirming
and remanding to correct scrivener's error).

Affirmed and remanded with instructions.

WARNER, GERBER and LEVINE, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.

October 31, 2021

Mr. Carlos Leon, Bar Counsel
The Florida Bar
651 E. Jefferson Street
Tallahassee, FL 32399-2300

Re: Edward Francis Holodak: Bar File No. 2022-50,196 (17E)

Mr. Leon:

I am in receipt of the response by Mr. Holodak to my complaint and offer the following rebuttal:

- Before trial, I requested Mr. Holodak and his client to produce documents that would provide evidence to support a ruling in my favor. (See Attachment 1: Page 3)
In response to my request for production, Mr. Holodak **agreed** to 2 of the 3 requests. (See Attachment 1: Page 5 and 6)
- In trial, **during cross examination**, I asked Mr. Holodak's client for these documents knowing that he had agreed to produce them. (See Attachment 2: Page 32, line 13-20)
While speaking for his client, Mr Holodak stated, "We never received a subpoena or request to produce." (See Attachment 2: Page 32, line 23-25).
- Judge Francois would question why the documents were not produced and Mr. Holodak stated that the documents could not be produced because he had subpoenaed them in another ongoing case against his client. Judge Francois would repeatedly ask if the documents were "subpoenaed" and Mr. Holodak repeatedly lied by saying that he subpoenaed them.
When asked when he subpoenaed the documents from the bank, Mr. Holodak responded, "Judge, off the top of my head, I don't know". Judge Francois would state that the documents Mr. Holodak's failed to produce would be important to her ruling. (See Attachment 3: Page 38, line 2-25.)

The first bullet point of my rebuttal reveals that I did request certain documents, and that Mr. Holodak agreed to the request.

The second bullet point reveals Mr. Holodak and his client did not produce what they agreed to produce.

The third bullet point is the main reason for this complaint. Mr Holodak states that his repetitive and "inadvertent" use of the word subpoena was during closing arguments. This is not true. All of the attachments of the transcript provided are during cross examination and testimony of his client, NOT closing arguments. The transcript shows Mr. Holodak lying to Judge Francois because the "other litigation" Mr. Holodak mentioned did not reveal a single subpoena in the docket. (See Attachment 4: Page 1)

The reason why Mr. Holodak did not know when he subpoenaed the bank records because he never did.

Furthermore, Mr. Holodak asserts that he was not under oath as a witness but “acknowledges his duty of candor as an officer of the court and that he fulfilled his duty by making the corrections.” Mr. Holodak has used this statement in other communications to the court and I for his dishonesty. (See Attachment 4: Page 4)

Mr. Holodak believes because he wasn’t a witness and had not been under oath that anything he utters in court is fair game, and if it isn’t really the truth it must be an inadvertent mistake. Any attorney should be held to the same standards of truthfulness as a witness under oath at any time in court.

Mr. Holodak asserts that I pointed out to him that his client did ultimately obtain the records discussed through other discovery methods, but not through a subpoena and that it was a misstatement of a nonmaterial fact. This is completely false. What I pointed out to the Court was that Mr. Holodak agreed to produce documents prior to the trial and that he untruthfully claimed that he did not have these documents in his possession at the time of trial because he had used a subpoena to obtain these records and that other parties (a bank and another party in ongoing litigation with his Client) did not comply with these subpoenas. I pointed out that no subpoena whatsoever had been issued in the other case to which he was referring, as is clear from the docket in that other case. I further pointed out that his client would **not** have had to use a subpoena to produce this documentation as these documents *belong to his client* and are in his client’s custody and control. He further made another untrue assertion that “some documents exist, some documentation don’t exist.” (See Attachment 2: Page 34, line 8-11) Why would Mr. Holodak agree to produce documentation that “don’t exist”?

Mr. Holodak further asserts that he made a misstatement of a “nonmaterial fact”, yet after failing to produce the documents, Judge Francios stated that the information in the documents are, “important for me to know and it’s going to make a very big difference in what my ruling is going to be.” (See Attachment 3: Page 38, line 2-25.)

Lastly, Mr. Holodak asserts that the Judge made no issue of this misstatement, yet the Court found in favor of the Plaintiff “after reviewing the evidence presented by the Plaintiff and **weighing the credibility of all parties.**” (See Attachment 1, page 1)

The Court did not specifically call out Mr. Holodak’s untruths in its final ruling, but to say that the Court did not realize the gravity of this misstatement of fact is another assumption on the part of Mr. Holodak to trivialize and justify what he did.

Regardless of the ruling, Mr. Holodak was supposed to provide the documents to the court and I. When given the opportunity to say that he simply did not produce them, Mr. Holodak decided the best course of action was to persuade Judge Francois that my request for production was not legitimate. Mr. Holodak states that he couldn’t produce the requested documents because of a “subpoena” in another ongoing litigation. He further states that because he was, “in the heat of battle” and not under oath that it was okay to lie to the court.

I certify that I have sent a copy of this entire document to Mr. Holodak at pleadings@holodakpa.com

Respectfully,

Steven J. Borer
601 NW 73rd Avenue
Plantation, FL 33317

Borersj@g.cofc.edu

EXHIBIT B - 4

requests 36:5		31:11,15 39:14 40:24 41:6, 15 43:7 47:1,16 54:2	16,23 21:2,25 24:9,13 27:25 29:16,21 31:20,23 32:13 33:6 36:10,21 41:20 45:25 46:7,11,15 47:22 48:22 49:16 50:6,10 54:1, 19 56:12
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resignation 10:7 21:3 30:15	safe 26:18 56:9	situation 11:20 41:17,18 42:13 43:11,12 49:6 52:19	
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respects 49:24	screen 14:7 16:3 18:22 20:3 23:23 27:19,20 28:1, 14,18 49:18	small 36:18 47:11	stock 48:24 49:1 50:2 54:21,23 55:6
respond 33:25	screenshot 14:5	solemnly 8:19 13:17	stone 11:21
responded 33:25 36:21 38:11	scroll 23:23 28:23	speak 46:7	stopped 27:25
response 19:6 36:12	sec 16:21	specifically 11:14 23:18 32:19 44:1 50:25 54:8	story 11:25
responsibility 42:17 44:21	secretary 19:3 48:8	stable 47:16	subject 10:14 11:4,13,16 23:19 35:18 36:5,23 50:23 53:9,11,12
rest 14:22 21:24,25	section 20:6 55:2	stamped 18:18 27:14	submit 10:7,12 30:14 56:3, 4
restate 42:7	seek 40:8	stamps 18:20 28:23,25	submitted 9:7 10:11 11:9 12:4,5 18:4,19,21 19:8 20:8 29:6 33:7,12 36:19 50:14 51:25
retroactively 49:4	select 38:21,22	standard 26:6	subpoena 32:24 33:11,14 34:1 38:13
return 10:24 11:22,23 25:11 27:7 31:2 32:1 37:4 41:4,13 51:19 52:25 53:12, 13 54:5	selected 32:7	standing 26:19 30:6,12 49:24 51:20,22 52:2 53:5 54:4,6,7,9,15 55:4,5	subpoenaed 38:4,7,9
returned 32:6,9,11 39:12 49:7 52:16,17	set 26:6 33:13 50:1	start 8:11,25 29:19	sum 49:25
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Reynolds 50:25	sharing 27:19 28:1,18	statement 8:11 17:25 24:23 43:17 52:6,9	sworn 22:24
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room 8:5,7	showing 28:15 32:8 47:7, 17	status 52:13	
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rule 7:20	signature 12:6 24:16	step 25:10	taking 31:11 41:9 44:21
rules 9:10,12,23,25 12:8, 11 16:10,13 17:16 19:20 20:1,5 24:1 25:20 26:2,5,7, 9,25 27:1,4 33:8 36:18 41:22,23 45:8,15 46:22 49:2,14 50:5 51:3 54:24 55:10,14,18	signed 9:7 10:11 16:5 21:16	steps 49:8	talking 33:15 43:23
ruling 38:25 55:22	significant 25:16,17	Steve 29:20	tendered 9:8
run 52:20	simply 50:20	Steven 5:9,11,15,17,20 8:10,12,14,22 9:4,19,22 10:6 12:3,19 13:2,7,11,13, 24 14:3,10,13,19 15:1,11, 14 16:3,20 17:3,6,14 18:4, 8,15 19:8,19,23,25 20:3,	tenure 29:17
	sir 23:15,20 24:19,25 25:23 27:3 29:5,9 30:10		term 49:5
			terms 10:14 50:23

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 4/14/2021 3:03:00 PM.****

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

STEVEN J. BORER,
MICHAEL W. BORER,

CASE NO: COWE 20022099

Plaintiff (s),

JUDGE: PHOEBEE R. FRANCOIS

vs.

DIVISION (81)

POMPANO SENIOR SQUADRON FLYING CLUB, INC.,

Defendant (s),

FINAL JUDGMENT

THIS CAUSE was tried before the Court on January 11, 2021, on the Complaint herein, and the Court, after taken testimony from the parties, weighed the evidence presented, heard argument of the parties and otherwise being fully informed in the premises, decides as follows:

The Plaintiff(s), **STEVEN J. BORER** and **MICHAEL W. BORER**, have proven their claim against the Defendant, **POMPANO SENIOR SQUADRON FLYING CLUB, INC.**, as alleged in the Complaint, by a preponderance of the evidence and after reviewing the evidence presented by the Plaintiff and weighing the credibility of all parties; It is therefore:

ORDERED AND ADJUDGED that the Plaintiff shall recover from the Defendant the sum of **\$1,700.00** and the court also awards court costs in the amount of **\$230.00**, for a total amount of **\$1,930.00** all of which shall bear interest at the rate of 4.31% a year, for which sums let execution issue.

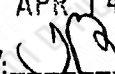
DONE AND ORDERED at Plantation, Broward County, Florida on April 7th, 2021



COUNTY COURT JUDGE

Copies Furnished:

Edward Holodak, Esq. 3326 NE 33rd Street, Ft Lauderdale, FL 33317
Steven J. Borer, 601 NW 73rd Avenue, Plantation, FL 33317
Michael W. Borer, 601 NW 73rd Avenue, Plantation, FL 33317

FILED
APR 14 2021
BY: 

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY FLORIDA

Steven J. Borer,
Plaintiff,

vs.

Pompano Senior Squadron Flying Club, Inc.,
D/B/A Pompano Beach Flying Club,
Defendant.

Case No.: COWE 20 22099 (81)

BRENDA D. FORMAN, CLERK OF COURTS

DEC 23 2020

A TRUE COPY

MOTION TO PRODUCE AT TRIAL

Now comes Steven J. Borer, Plaintiff *Pro Se* in this case, who moves to respectfully ask the Court to order Defendant to produce at trial evidence relating to the matter before the Court.

1. Plaintiff was a member of the Club from April 2018 until December 2018 and was provided with club documents via email during that time.
2. Plaintiff was not provided any club meeting minutes, club financial records, or club correspondence prior to becoming a member or after withdrawing from the club.
3. Plaintiff respectfully requests Court order Defendant to provide the following documents at trial.
 - ④ Club meeting minutes from 2018 and 2019: Specifically meeting minutes where the Club Directors set the membership fee for the corresponding year in accordance with the club by-laws.
 - ⑤ Club bank records for 2018 and 2019: Specifically each and every instance where a membership fee was recorded as being returned to a withdrawing club member.
 - ⑥ Club financial records furnished/reported to members of the club during monthly club meetings for 2018, 2019, and 2020.

Respectfully,



Steven J. Borer
601 NW 73rd Avenue
Plantation, FL 33317
borersj@g.cofc.edu

I HEREBY CERTIFY that the original of the foregoing was hand-delivered to the Clerk of the Court, and that a true and correct copy of the foregoing has been e-mailed to Defendant's Counsel, Edward Holodak, at the email addresses he filed (pleadings@holodakpa.com and edward@holodakpa.com) on the 23rd of December 2020.

IN THE COUNTY COURT IN AND
FOR BROWARD COUNTY, FLORIDA

STEVEN J. BORER, et al,

CASE NO.: COWE 20-22099 (81)

Plaintiff,

v

POMPANO SENIOR SQUADRON FLYING
CLUB D/B/A POMPANO BEACH FLYING
CLUB, A Florida corporation,

Defendant.

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION**

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., pursuant to Rule 7.020(b), Fla.Sm.C.R., and Rule 1.350, Fla.R.Civ.P., files this Response to Plaintiff's Request for Production served on or about December 23, 2020.

Defendant Club interprets Plaintiff Borer's Motion to Produce at Trial as a Request to Produce pursuant to Rule 7.020(b), Fla.Sm.C.R., and Rule 1.350, Fla.R.Civ.P. and files the following objections accordingly:

1. Will produce.
2. Objection - Overbroad, immaterial, and irrelevant. The Club's financial records are protected by Florida's Constitution Article 1, Section 23, and further is irrelevant and immaterial to the issues raised in Plaintiff Borer's Statement of Claim.

EXHIBIT B - 9

3. Will produce.

I HERBY CERTIFY that a true and correct copy of the foregoing has been sent U.S. Mail this 7th day of January 2021 to Steve Borer.

/s/ Edward F. Holodak

EDWARD F. HOLODAK, ESQ.

Fla. Bar No. 59234

Edward F. Holodak, P.A.

Attorney for the Plaintiff

7951 SW 6th Street, Suite 210

Plantation, Florida 33324

Tel.: 954-927-3436

Pleadings@holodakpa.com

1 club's finances, it's your testimony that the club voted
2 to return how much money to members who withdrew in
3 2019?

4 A It would be a -- we put a token share of \$1 up
5 per share being that we had more debt than assets.

6 Q And having more debt than assets is consistent
7 with the testimony from Mr. Borer that he was informed
8 at the time he withdraw that the club had no money,
9 correct?

10 A The club has been under water for several
11 years prior to the new board taking over, yes, sir,
12 that's correct.

13 Q And did the board reach that decision in its
14 best business judgment?

15 A Yes, sir.

16 MR. HOLODAK: I have no other questions for
17 Mr. Gilhooly, Your Honor.

18 THE COURT: Mr. Borer, did you have any
19 questions for Mr. Gilhooly?

20 MR. STEVEN BORER: I do, Your Honor.

21 THE COURT: Okay. Go ahead.

22 CROSS-EXAMINATION

23 BY MR. STEVEN BORER:

24 Q Mr. Gilhooly, to your knowledge, in 2018,
25 2019, and 2020, any of those three years, to the best of

1 your knowledge, did the club return any membership fees
2 of \$1,700?

3 A There has been several members that have been
4 refunded their \$1,700, yes.

5 Q Would you confirm in 2018 that membership fees
6 were returned to members?

7 A In 2018, selected members were refunded their
8 \$1,700 deposit. We're showing approximately 30 members
9 right now that haven't been returned their deposit back
10 from '17, '18, '19, and '20. However, I don't know
11 rhyme or reason. Several members were returned their
12 money and several members were denied their money.

13 MR. STEVEN BORER: Okay. Your Honor, I filed
14 a motion to produce certain documents for trial on
15 December 23rd and they are basically financial
16 records that the club reports to -- to the members.
17 I asked for 2018, 2019, and 2020 and I would like
18 to see if -- if I can see the statements provided
19 to club members on March 11th, 2020 specifically,
20 if that's possible.

21 THE COURT: Counsel, do you have those
22 documents?

23 MR. HOLODAK: We don't, Judge. Mr. Borer
24 filed the motion. We never received a subpoena or
25 a request to produce. He filed a motion with the

1 court. So I don't believe Mr. Gilhooly has
2 documents with him --

3 THE WITNESS: No.

4 MR. HOLODAK: -- because none were formerly
5 requested.

6 MR. STEVEN BORER: Your Honor, I object. I
7 submitted that by hand to the court and e-mailed
8 Mr. Holodak, as the rules say. And I believe you
9 agreed to it in your motion on the 4th actually.

10 MR. HOLODAK: Judge, again, there was no
11 subpoena or request to produce. Mr. Borer
12 submitted a motion to the court. The motion was
13 never set down for a hearing. There's been no
14 subpoena or request to produce.

15 THE COURT: Are we talking about the
16 December 23rd?

17 MR. HOLODAK: I'm not sure.

18 THE COURT: It's titled motion to produce at
19 trial.

20 MR. HOLODAK: Yes, ma'am.

21 THE COURT: So why would that not be a request
22 to produce, Counsel?

23 MR. HOLODAK: Judge, a request to produce has
24 a 30-day window. If it's a request to produce, the
25 time to respond hasn't been responded. If it was a

1 subpoena for trial, it wasn't in the proper format.
2 And I don't know that Mr. Gilhooly has documents
3 with him accordingly.

4 THE COURT: Does that mean that you don't have
5 those documents or you just did not bring them with
6 you or you just don't have them with you?

7 Did the --

8 MR. HOLODAK: Mr. Gilhooly, I don't believe,
9 has the documents with him. Some of the documents
10 that Mr. Borer requested, some documents exist,
11 some documentation don't exist.

12 THE COURT: Okay. Do you have the documents
13 regarding which individuals were refunded their
14 monies and which individuals were denied?

15 THE WITNESS: Who's that question to?

16 THE COURT: I'm sorry?

17 THE WITNESS: Who's that question to, me or
18 counsel?

19 MR. HOLODAK: To you, Greg.

20 THE COURT: Either one of you. If counsel is
21 going to answer that, he's going to answer it on
22 your behalf.

23 THE WITNESS: No, I --

24 THE COURT: But you may have more information.

25 THE WITNESS: (Inaudible.)

1 THE COURT: I'm sorry?

2 THE WITNESS: We're currently in litigation
3 trying to obtain all the financial records from a
4 prior board and we don't have that information
5 available at this time.

6 THE COURT: It's not available because of
7 what?

8 THE WITNESS: We're currently --

9 MR. HOLODAK: Judge, if I may explain, the
10 club is currently in litigation in circuit court in
11 Broward County against a Mr. Carl Kennedy, who is
12 the prior treasurer of the club. It was a -- it
13 was an accounting lawsuit that is ongoing.

14 When the treasurer, Mr. Kennedy left, the
15 allegations in the circuit court complaint is that
16 Mr. Kennedy did not turn over financial records of
17 the club to the existing board members. So the
18 documents that Mr. Borer requested are the subject
19 of that ongoing litigation in front of Judge Haines
20 in circuit court.

21 So the club doesn't have those documents in
22 its possession at this time. There is discovery
23 and ongoing litigation up in circuit court to
24 obtain those documents, and that case is still
25 pending and still being litigated before Judge

1 Haimes.

2 THE COURT: Did you attempt to request those
3 documents prior to today's trial?

4 MR. HOLODAK: Judge, they are -- yes, ma'am.
5 Those documents are subject to various requests to
6 produce, various motions to compel. Again, it's
7 all part of that ongoing litigation. That case has
8 been going on for probably well over a year at this
9 point in time.

10 MR. STEVEN BORER: Your Honor, I would just
11 like to point out that on the 7th of January,
12 Mr. Holodak did state in a defendant's response to
13 plaintiff's request for production that he will
14 produce those documents, so...

15 THE COURT: Is that correct?

16 MR. HOLODAK: Actually, Judge, what I said is
17 we would treat those as a request to produce. And,
18 accordingly, under the rules of small claims court,
19 we then submitted a request to produce to
20 Mr. Borer.

21 MR. STEVEN BORER: Which I responded to.

22 MR. HOLODAK: So we can't produce what we
23 don't have. That's the subject of ongoing
24 litigation. There's not much we can do at this
25 point in time with that.

1 THE COURT: Do you have the club meeting
2 minutes, especially the one where you indicate that
3 you guys entered into a vote and decided to not
4 return Mr. Borer's \$1,700? Do you have that?

5 MR. HOLODAK: Judge, we can produce that to
6 the court. I don't think Mr. Gilhooly has it with
7 him at this moment. That vote was taken in 2020,
8 Your Honor. And Mr. Gilhooly has already testified
9 as to the fact that that vote was taken.

10 THE COURT: Well, that's part of the request
11 to produce and that's why I brought that up.

12 MR. HOLODAK: Greg, do you have those minutes
13 with you?

14 THE WITNESS: I -- there are minutes
15 available. I don't have them readily available,
16 but there are minutes. It was probably March of
17 2020 that we did take the evaluation and the
18 minutes of the meeting.

19 We have been vigilant in obtaining all the
20 minutes of the meeting. I don't have it available
21 right this second.

22 THE COURT: Okay. What about the bank records
23 for 2018 and 2019?

24 MR. HOLODAK: Those are all part of the
25 litigation, Your Honor, that we are attempting

June 1, 2021

The Florida Bar
651 E. Jefferson Street
Tallahassee, FL 32399-2300

RE: RFA 21-12799

To whom it may concern:

I am writing to you today to request an immediate **closed case review** on file number RFA 21-12799.

I am confused as to what "question of law" I am presenting with this complaint. I am doing my level best to understand how this issue could be decided by the court. I am a lay person and this is the first time I have filed a lawsuit. This is not about a question of law. This is a question of conduct. It is about an attorney's intentional false statements made to the court. I can only come to the conclusion that the person who read my complaint has misunderstood what I have offered the Bar to look at regarding this particular attorney.

1. In representing his client, Edward Holodak intentionally and knowingly lied three times to the Court about having "subpoenaed" records the court indicated would be relevant at the trial. He made false assertions when directly questioned by the Court which were not true.
2. Attorneys are bound by ethics and have the obligation to tell the truth....without exception. Willful dishonesty by a practicing attorney is not a matter for a court of law to decide but rather a question for the regulating agency, the Florida Bar. I find it incredulous that dishonesty by a member of the Florida Bar is not something I should be complaining to you about, not the court.
3. In fact, I won my case completely and this judgement was based partly on "weighing the credibility of all parties." (see final judgement filed with this complaint). None of this changes the fact that Edward Holodak he lied to the court advocating for his client.

I look forward to your review of this case. I can be reached at borersj@g.cofc.edu or 803-493-8565.

Sincerely,

/s/Steven J. Borer
Steven Joseph Boreri
601 NW 73rd Avenue

Plantation, FL 33317

**The Florida Bar
Inquiry/Complaint Form**

PART ONE (See Page 1, PART ONE – Complainant Information.):

Your Name: CARL L KENNEDY II

Organization: _____

Address: 2929 S OCEAN BLVD APT 510

City, State, Zip Code: BOCA RATON FL 33432

Telephone: 304-552-0206

E-mail: CLKTax@AOL.COM

ACAP Reference No.: _____

Does this complaint pertain to a matter currently in litigation? Yes No

PART TWO (See Page 1, PART TWO – Attorney Information.):

Attorney's Name: EDWARD F. HOLODAK

Florida Bar No.: 59234

Address: 7951 SW 6th STREET STE 210

City, State, Zip Code: PLANTATION FL 33324

Telephone: 954-927-3436 954-270-6837 -- EDWARD@HOLODAKPA.COM

PART THREE (See Page 1, PART THREE – Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheets as necessary)

(Note that this field maxes out at 1800 characters - attach additional sheets as necessary)

PLEASE SEE ATTACHED MY MOTION TO VACATE, ALTER OR AMEND, FOR RECONSIDERATION AND FOR SANCTIONS, INCLUDING ALL ATTACHMENTS AND DOCUMENTS REFERENCED THEREIN (TWENTY-THREE (23) PAGES PLUS THE FLORIDA BAR INQUIRY/ COMPLAINT FORM.

PART FOUR (See Page 1, PART FOUR – Witnesses.): The witnesses in support of my allegations are: [see attached sheet].

PART FIVE (See Page 1, PART FIVE – Signature.): Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

CARL L KENNEDY II

Print Name

Signature

MAY 09, 2021

Date

IN THE CIRCUIT COURT OF THE 17th 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

Defendant/Counter-Plaintiff

**MOTION TO VACATE, ALTER OR AMEND,
FOR RECONSIDERATION AND FOR SANCTIONS**

I, Carl L. Kennedy, II, respectfully request that this Court reconsider its Order entered on January 19, 2021 denying my Motion for Contempt heard on January 12, 2021, and impose sanctions on Plaintiff's lawyer for his material admitted misrepresentation to this Court at the hearing in connection with said Motion for Contempt, and as reasons therefore state as follows:

1. I respectfully plead this Court grant me the brief time necessary to review, so that I may be reasonably "heard" in connection with, this Motion. I believe I have been denied a reasonable opportunity to be heard in this matter at hearings and am therefore filing this Motion to make a record.

2. I respectfully submit that this Court has seemingly "unconditionally" trusted and relied on the representations of Plaintiff's lawyer, Edward Holodak, and that the proceedings, thus far, have therefore, resulted in and reflect unwarranted and biased favor toward the Plaintiff.

3. Holodak affirmatively lied to this Court at the hearing on the morning of January 12, 2021 in connection with my Motion for Contempt when he represented that Plaintiff had "already" fully complied with the Court's Order dated December 1, 2020, which required Plaintiff to file Answers to both my Second Set of Interrogatories and my Expert Interrogatories. This Court did not ask Holodak what date he filed Answers in compliance with the Court's Order, or to reference any date on the docket which would corroborate his representation. This

Court merely accepted Holodak's word as truth and my Motion for Contempt was denied.

Exhibit A.

4. As is reflected by the attached (Exhibit B) Notice of Service of Court Document(s) on January 12, 2021 it was approximately 4:45 p.m., several hours after the 8:45 a.m. hearing, when Holodak actually filed and served me with the Answers to the Second Set of Interrogatories and Answers to my Expert Interrogatories which he had stated to the Court earlier that morning had "already" been filed.

5. In accordance with an agreement reached between me and Holodak on January 18, 2021 (See attached Exhibit C email correspondence dated January 19, 2021), Holodak prepared and purported to have sent you, Judge Haimes, via US mail only on January 19, 2021, the attached "letter of apology" for his "inadvertent" misrepresentation to this Court on January 12, 2021. See attached Exhibit D.

6. Since it bears on his general lack of credibility and candor with the Court, this Court should be made aware that Holodak also affirmatively lied to The Honorable Phoebe Francois on January 11, 2021 when representing the Plaintiff herein as the Defendant in another matter *and got caught.*

7. I have filed contemporaneously herewith a "Request for Court to Take Judicial Notice" of Borer v. Pompano Senior Squadron Flying Club, Broward County Case #COWE 2022099. I have also filed contemporaneously herewith and incorporate by reference herein, the "Affidavit of Steven J. Borer", which includes all relevant documents in connection with Holodak's misrepresentation to The Honorable Phoebe Francois, and which details the actual chronology of submissions to the Court on January 12, 2021. The actual chronology of sequence of submissions to the Court through the Court's Judicial Assistant (which is not reflected in the docket entries) in the Borer matter on January 12, 2021 is important. Holodak filed a "Notice to Correct Record" after he was caught in his lie to Judge Francois. Holodak purportedly sent Judge Francois, also by USPS only, a "letter of apology" similar to the one he sent to this Court, claiming he made an "inadvertent error" in having used the word "Subpoena" (three times) when he actually "meant" the word "request".

8. Holodak has a pattern of using the word "inadvertent" to try to shield and justify what are actually lies to the Court. Holodak's claims of "inadvertent" mistakes, made regarding two

separate issues, to two different Judges on two consecutive days, demonstrate that Holodak's representations to the Court lack credibility.

9. To summarize the described above, this Court should be fully aware of and take into consideration Holodak's ongoing lack of candor with the Broward County Judges, which now includes:

- a. Submitting an Agreed Order to you which had never even been seen by me;
- b. Falsely certifying to this Court that he had "provided" documents "directly" to me on one date in response to my Second Request for Production of Documents when, in fact, he did not provide the documents (or make them available) to me until three (3) days later, and only by requiring me to "chase" after them in order to "go get them" myself;
- c. Falsely representing to The Honorable Phoebe Francois three (3) times on January 11, 2021, that he had "subpoenaed" bank records in PBFC v Kennedy, and attempting to rely on his inability to obtain these documents as being a persuasive factor in the case of Borer v. PBFC before her; and
- d. Falsely representing to this Court at the hearing on the morning of January 12, 2020 that he had "already" complied with the Court's Order dated December 1, 2020, when in fact he did not comply with that Order until the end of the day of the hearing on January 12, 2020.

10. Holodak's attached purported "letter of apology" to this Court for his misrepresentation at the hearing on January 12, 2021 shrugs off his culpability (again) and instead implies that I am being "petty" for challenging his misconduct. Holodak was fully informed of the contents of my unambiguous Motion for Contempt (what he incorrectly referred to in his apology letter as my "Motion to Compel"), the three separate documents (not "items") it addressed, and his failure to comply with the December 1, 2020 Order of this Court requiring such documents. His facetious claim in the attached letter to you that he "misunderstood" what the Motion for Contempt requested is without credibility.

11. Plaintiff's lawyer Holodak is not entitled to special deference or more respect, and his representations to this Court should not be given "extra weight" or presumed to be the truth simply because he is an attorney and I am not, and do not have, one. The Court has an obligation to be neutral and impartial in its evaluation of the claims made and its rulings in this matter.

12. The Court should not dismiss or trivialize Holodak's multiple misrepresentations on behalf of Plaintiff, Pompano Senior Squadron Flying Club, which have occurred on more than one occasion and to more than one member of the Bench as herein described, as "harmless errors", or as being "moot", as Holodak suggests in his attached patronizing correspondence to this Court. Holodak is cloaked as an Officer of the Court, but he is a liar. When the Court simply takes his word for the matters he represents as true, without even asking for the simplest evidence to substantiate his claims, or a reasonable opportunity for me to speak and rebut them, it is significantly and materially prejudicial to me and deprives me of due process.

13. This Court should be in search of the truth in this matter. The Court should be questioning as to why Plaintiff is lying, withholding documents and information in response to my proper discovery requests, and also lying to other Judges in his representation on behalf of the Plaintiff. Holodak's unethical litigation practices, and (respectfully) the Court's unawareness of or refusal to acknowledge them, are preventing me from presenting a proper defense on my own behalf.

14. I am doing my best to represent myself before the Court each time I appear before Your Honor. I am significantly disadvantaged in this matter, especially at hearings, defending myself against Plaintiff corporation, both financially and because I am not represented by an attorney. The Court seems to have a visible distaste for this case, and I believe I am unfairly and single-handedly suffering the consequences of the Court's frustration. I am not asking the Court to "help" me, but only that it address this matter, on each occasion, with impartiality and ensure that the proceedings are conducted fairly.

15. Holodak's future representations to this Court should be met with skepticism and I respectfully ask that the Court require Holodak to prove his representations to this Court in each and every instance. I have maintained since its inception that this case constitutes a "witch-hunt". I am entitled to, deserve, and simply request on each and every occasion I appear before you in this matter, a reasonable opportunity to be heard and to present my position concerning the issues before the Court, and to not being judged unless and until Plaintiff has properly proven its position. Plaintiff should be required, at all times, to meet their burden of proving what they represent.

WHEREFORE, I, Carl L. Kennedy, II, hereby request all relief consistent with this Motion, including sanctions against Plaintiff and/or its lawyer Edward Holodak, in connection with Holodak's misrepresentation to the Court on January 12, 2021.

I hereby certify that a true and correct copy of the foregoing has been served to Edward Holodak, Esquire via the Florida e-portal on this 29TH day of January, 2021.

Respectfully submitted,

/s/ Carl L. Kennedy, II
Carl L. Kennedy, II
2929 S. Ocean Blvd., #510
Boca Raton, FL 33432
304-552-0206
E-Mail Address: clktax@aol.com

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 DENYING DEFENDANT'S MOTION FOR CONTEMPT, TO COMPEL
AND FOR SANCTIONS DUE TO PLAINTIFF'S FAILURE TO PROVIDE
DISCOVERY RESPONSES**

THIS CAUSE having come to be heard on January 12, 2021, upon Defendant, **CARL KENNEDY** (Defendant "Kennedy")'s Motion for Contempt, to Compel and for Sanctions Due to Plaintiff's Failure to Provide Discovery Responses, the Court considering the pleadings herein, having heard argument of the parties, and the Court being otherwise fully advised, it is:

ORDERED AND ADJUDGED:

1. Defendant Kennedy's Motion for Contempt, to Compel and for Sanctions Due to Plaintiff's Failure to Provide Discovery Responses hereby **DENIED**.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 01-19-2021.

~~CACE20005993 01-19-2021 12:50 PM~~

CACE20005993 01-19-2021 12:50 PM

Hon. David A Haimes

CIRCUIT JUDGE

Electronically Signed by David A Haimes

Copies Furnished To:

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

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

From: eservice@myflcourtsaccess.com,

Subject: SERVICE OF COURT DOCUMENT CASE NUMBER 062020CA005993AXXXCE POMPANO SENIOR SQUADRON FLYING VS POMPANO SENIOR SQUADRON FLYING

Date: Tue, Jan 12, 2021 4:45 pm

Attachments: Notice Of Serving Answers To Interrogatories.pdf (174K), Notice Of Serving Answers To Interrogatories.pdf (173K)

Notice of Service of Court Documents

Filing Information

Filing #: 119505930
 Filing Time: * 01/12/2021 04:45:35 PM ET *
 Filer: Edward F Holodak 954-927-3436
 Court: Seventeenth Judicial Circuit in and for Broward County, Florida
 Case #: 062020CA005993AXXXCE
 Court Case #: CACE-20-005993
 Case Style: POMPANO SENIOR SQUADRON FLYING VS POMPANO SENIOR SQUADRON FLYING

Documents

Title	Title
Notice Of Serving Answers To Interrogatories	Club's Notice of Serving Responses to Expert Interrogatories.pdf
Notice Of Serving Answers To Interrogatories	Club's Notice of Serving Responses to Second Interrogatories.pdf

E-service recipients selected for service:

Name	Email Address
Carl Lemley Kennedy II	CLKTax@aol.com
:	Carl@goard.com
	saltlife171@gmail.com
Edward F Holodak	pleadings@holodakpa.com
	edward@holodakpa.com

E-service recipients not selected for service:

Name	Email Address
N/A	saltlife171@gmail.com
WENDY A HAUSMANN	HAUSMANNW@AOL.COM
	whausmannlaw@gmail.com

This is an automatic email message generated by the Florida Courts E-Filing Portal. This email address does not receive email.

Thank you,
 The Florida Courts E-Filing Portal

From: cklax@aol.com
To: edward@holodakpa.com;
Cc: allison@holodakpa.com;
Subject: PBFC v. Kennedy - Recap of Phone Conversation - Monday, January 18, 2021
Date: Thu, Jan 21, 2021 9:44 am

Mr. Holodak,

While deciphering my notes from our telephone conversation on Monday regarding discovery issues, I believe the following reflects our discussion. Please correct any errors or misunderstandings.

We discussed items # 3, 4, 5, 6, 13, 16, and 17-20 of my Amended Responses to Plaintiff's Request for Production which I filed on December 7, 2020. If I understood what we spoke about, then with respect to #'s 3 and 17-20, you simply want the response to be "None". With respect to #4 and #13, we agreed to present these items to the Judge. With respect to #5, you simply want me to state "Already provided". With respect to #6, I corrected myself and informed you that I had misunderstood the Request and would provide you with the statement(s) for one additional credit card (other than American Express) that I used to pay for Club-related expenses on several occasion(s) over about a ten day period. This credit card statement was previously provided to Plaintiff as an attachment to the email I sent to the Club Treasurer on August 15, 2020 with you as a "cc'd" recipient on August 15, 2020 and as a primary recipient on January 18, 2021. However, I will officially clarify my response to Item #6 so the record is clear.

With respect to Plaintiff's Request for Production #16, you asked me to verify and state that it is only reimbursement of the expenses for which I have previously provided all documentation to you and to Plaintiff via the Treasurer, in the amount of \$2,512.52, which I am seeking. You agreed that if I again sent you the email that I previously sent you and the Treasurer requesting this reimbursement, including again all supporting documentation, that you would see to getting me reimbursed this amount. I appreciate your cooperation in resolving this issue. This will confirm that I re-sent directly to you, on Monday, January 18, 2021, the email I sent to the Club Treasurer and "cc'd" you dated August 15, 2020 requesting reimbursement in the amount of \$2,512.52 and providing again all supporting documentation for this requested reimbursement.

We also discussed, and you advised me that you could find the bank statement reflecting one of the two \$100,000.00 deposits I made to the Club's bank at Bank of America. I agreed to provide you with that information immediately, and I did so by separate email on Monday following our conversation showing both \$100,000.00 deposits via bank statements.

With respect to Plaintiff's discovery obligations, you agreed that you would communicate with the Judge regarding your mistaken representation to him at the Motion hearing on Tuesday, January 12, 2021, in connection with my Motion for Contempt, that you had already complied with the Court's Order dated December 1, 2020, when in fact you did not comply with the Order until several hours after the hearing on January 12, 2021. We agreed that you would correct your mistaken representation to the Judge, given that the denial of my Motion for Contempt was based on this misrepresentation. The Judge should know that my Motion for Contempt was neither frivolous nor harassing, but was instead filed in good faith due to Plaintiff's failure to provide Answers to my Second Set of Interrogatories or Answers to my Expert Interrogatories up through the date and time of the hearing, as my Motion for Contempt correctly stated.

To the best of my recollection and review of my notes, I have hopefully accurately confirmed what we discussed on Monday, January 18, 2021. I would appreciate your giving me one week from tomorrow, until the close of business Friday, January 29, 2021 to provide you with my revised responses to Plaintiff's Request for Production of Documents as described above. I am still operating at half-speed and have not yet found out if I am positive for COVID. The test I took last Saturday came back Wednesday as "your test could not be performed". I have an appointment to be re-tested tomorrow.

Finally, we also agreed that the next hearing to be scheduled in this case will be a "special set" hearing, as the Judge directed us on January 12, 2021, and will include Plaintiff's Motion to Dismiss my Amended Counter-Complaint. I will wait to hear from Allison regarding coordinating this hearing date.

Thank you for your time.

Respectfully,

Carl Kennedy

LAW OFFICES OF EDWARD F. HOLODAK, P.A.



EDWARD F. HOLODAK, Esq.
Admitted in Florida and
Washington, D.C.

Lawrence E. Blacke, Esq.
Of Counsel
Admitted in Florida and
Massachusetts

7951 SW 6th Street
Suite 210
Plantation, FL 33324
954-927-3436

3326 NE 33rd Street
Ft. Lauderdale, FL 33308
954-566-5070

This Firm Acts as a Debt Collector
Edward@holodakpa.com
www.browardbusinesslawyers.com

January 19, 2021

Honorable David A. Haimes
201 S.E. 6th Street, Room 16125
Fort Lauderdale, FL 33301

RE: Pompano Beach Flying Club v. Kennedy, Carl

Case no: CACE 20-005993 (08)

Dear Judge Haimes:

I write this letter at the request of Mr. Carl Kennedy regarding the recent hearings before Your Honor. During the Motion Calendar, Mr. Kennedy had put forth a Motion to Compel and Sanction regarding discovery. The Court denied the Motion.

During the course of the hearing, Mr. Kennedy argued that the Plaintiff had failed to respond to his discovery in which he had requested three (3) items. Believing Mr. Kennedy was referring to his Request to Produce (which contained three requests) I informed the Court that Plaintiff in fact had responded – which it had. Mr. Kennedy has explained to me, post-hearing, that he was referring to Interrogatories. At the time of the hearing, the Plaintiff had not filed the Responses to the prior Interrogatories; however, since that time we have, and the issue is moot. Nonetheless, Mr. Kennedy requested that I clarify the issue with Your Honor.

Thank you for your immediate attention to this matter.

Respectfully submitted,

Edward F. Holodak

Edward F. Holodak
Attorney at Law

EFH/ab

Cc: Carl Kennedy, *pro se* litigant

From: cktax@aol.com,

To: edward@holodakpa.com,

Cc: allison@holodakpa.com,

Subject: PBFC v Kennedy - Letter to Judge Haimes

Date: Fri, Jan 22, 2021 3:18 pm

Mr. Holodak,

Per our agreement you sent me a copy of the letter you seem to have prepared to go to Judge Haimes regarding the mistaken misrepresentation you made to the Court in connection with my Motion for Contempt at the hearing on January 12, 2021, I have not received anything reflecting that you have actually sent this letter to the Judge. I know such correspondence would need to be sent to Ms. Kortabani and should have been cc'd to me. I will assume you have not sent the letter to the Judge through Ms. Kortabani unless and until I receive a cc email from you indicating you have done so. If I do not receive such an email today which confirms the letter has been sent to Ms. Kortabani, I will send the letter to Judge Haimes myself on Monday morning.

Respectfully,

Carl Kennedy

From: edward@holodakpa.com,
To: cltax@aol.com,
Co: allison@holodakpa.com,
Subject: Re: PBFC v. Kennedy - Letter to Judge Halmes
Date: Fri, Jan 22, 2021 3:25 pm

The

I emailed the letter to you and sent it via US mail to the judge.

Very truly yours,

Edward F. Holodak, Esq., B.C.S.
Admitted In Florida & Washington, D.C.

Edward F. Holodak, P.A.
7951 SW 6th Street
Suite 210
Plantation, Florida 33324
(954) 927-3436

Image

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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.
(aka POMPANO BEACH FLYING CLUB)

Plaintiff/Counter-Defendant,

and

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

CARL L. KENNEDY

Defendant/Counter-Plaintiff

**DEFENDANT/COUNTER-PLAINTIFF'S
REQUEST FOR COURT TO TAKE JUDICIAL NOTICE**

I, Carl L. Kennedy, II, pursuant to the applicable provisions of the Florida Statutes, request that this Court take judicial notice of the **Docket Entries dated January 12, 2021** as well as any Orders, Judgments and other lawful documents in the Court file **in the matter of Steven J. Borer v. Pompano Senior Squadron Flying Club, Inc. dba Pompano Beach Flying Club**, Case No. COWE 20022099 in the County Court for the 17th Judicial Circuit in and for Broward County.

I hereby certify that a true and correct copy of the foregoing has been served to Edward Holodak, Esquire via the Florida e-portal on this 29th day of January, 2021.

Respectfully submitted,

/s/ Carl L. Kennedy, II

Carl L. Kennedy, II

2929 S. Ocean Blvd., #510

Boca Raton, FL 33432

304-552-0206

E-Mail Address: clktax@aol.com

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

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

Plaintiff,

and

CARL L. KENNEDY

Defendant

Case No.: CACE 20-005993

Division (8)

AFFIDAVIT OF STEVEN J. BORER

STEVEN J. BORER, who 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 Plaintiff in the matter of Borer v. Pompano Senior Squadron Flying Club (dba "Pompano Beach Flying Club"), Case # COWE20022099 in the County Court for the 17th Judicial Circuit in and for Broward County.
3. The Court's docket in my case does not reflect the accurate chronology of events in connection with documents submitted to the Court on January 12, 2021, because these documents were filed with the Clerk at the Courthouse after they had already been sent by e-mail to the Court's Judicial Assistant and lawyer Holodak.
4. The actual sequence of submissions to the Court on January 12, 2021 in my case, was as follows:
 - a. At approximately 7:31 am I e-mailed to the Judicial Assistant for The Honorable Judge Phoebe Francois, as well as Defendant's lawyer Holodak, the attached **①** "Memorandum to Court in Response to Defendant's Trial Memorandum". This document was filed with the Clerk at the Courthouse at approximately 9:05am.
 - b. Defendant's lawyer Holodak thereafter submitted the attached "Notice of Correcting Record" which was e-filed and received by me at approximately 12:33 pm. **②**

3

- c. At approximately 1:52 pm I e-mailed to the Judicial Assistant for The Honorable Judge Phoebe Francois as well as Defendant's lawyer Holodak the attached "Excerpt from Transcript from Hearing on January 11, 2021". This document was filed with Clerk at the Courthouse at approximately 2:05 pm.
- d. Defendant's lawyer Holodak thereafter submitted "Defendant's Reply to Plaintiff's Post-Trial Motion and Memorandum" which was e-filed and received by me at approximately 2:42 pm.
- e. I received the attached letter of apology from Defendant's lawyer Holodak via the USPS on or about January 13, 2021.

4

FURTHER AFFIDANT SAYERTH NAUGHT.



 STEVEN J. BORER

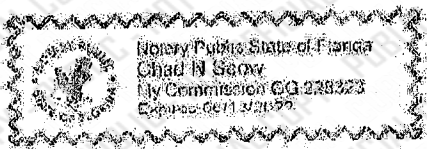
State of Florida)
County of Broward)

Sworn to and subscribed to before me by STEVEN J. BORER this 25 day of January, 2021 and who is known to me or satisfactorily proven and who did take an oath.



 Notary Public

My commission expires: 6/13/2022



IN THE COUNTY COURT IN AND FOR BROWARD COUNTY FLORIDA

Steven J. Borer,
Plaintiff

vs.

Pompano Senior Squadron Flying Club,
D/B/A Pompano Beach Flying Club, Inc
Defendant.

Case No.: COWE 20 22099 (81)

MEMORANDUM TO COURT IN RESPONSE TO DEFENDANT'S TRIAL MEMORANDUM

Now comes Steven J. Borer, Plaintiff *Pro Se*, to respectfully ask the Court to review this Response to Defendant's Trial Memorandum, which was filed with only one business day before trial, before the Court issues its decision. This is my response.

1. Defense Counsel, Edward Holodak lied to this Court at trial yesterday.
2. I had filed a Motion to Produce certain documents at trial. Defendant agreed to produce these documents. These documents would show that the Club was in fact refunding Membership fees in 2018, 2019, and even 2020. They would also show that the Club did not change the Bylaws regarding the Membership fee until a special meeting in May, 2020.
3. Defendant's Attorney Holodak was asked *directly* by the Court why these financial documents were not brought to trial to corroborate Club President Mr. Greg Gilhooly's direct testimony. Attorney Holodak *testified* that the Defense had in fact subpoenaed the bank for these records in another matter, but they were not available. Mr. Holodak replied in the affirmative that he HAD subpoenaed these records in the case the Defendant is litigating against Carl L. Kennedy, but produced no evidence that he had in fact done so. An excerpt of the transcript is being ordered and will be filed as soon as it is received.
4. I ask the Court to take Judicial Notice of Broward County Case No. CACE 20005993. No subpoena is contained in this court docket and this is the ONLY pending litigation against the Club. The only way Defendant could properly subpoena bank records would have been pursuant to Florida Rule of Civil Procedure 1.351, which would have required they provide ten (10) days notice to Mr. Kennedy to object to such a subpoena. Such notice would have had to be served to Mr. Kennedy via the eportal and therefore docketed in this matter. The absence of such an entry in the Clerk's docket is proof that

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Defendant's counsel lied to the Court at trial when Attorney Holodak stated he has subpoenaed bank records in another case.

5. Moreover, the Board of Directors and Officers of the Club would not need a subpoena to access bank records as they have access to any bank records online.
6. The Defendant was asked and agreed to produce at the trial meeting Minutes from 2018, 2019, and 2020. They did not bring these documents to trial. The Court asked for these documents to be provided by Wednesday, January 13th, 2021. The document provided by Defendant is the Minutes of the May 4, 2020 Special Meeting.
7. The Meeting Minutes of the Special Meeting in May, 2020 where current/future stock value was determined conspicuously do not contain any record of the Defendant's attempt to abandon its commitment as stated in the Operational Rules which were in effect up until the May meeting. The attached email dated May 8, 2020 to Attorney Edward Holodak from Attorney Wendy Hausmann regarding Defendant's Minutes of the May 4, 2020 Special Meeting reflects the falsity of Defendant's testimony at trial through its President.
8. No direct evidence of the Club's financial condition was entered into evidence except the testimony of the Club President. Defendant's Club President was not credible. He contradicted his own testimony and tried to backtrack several times. The Club's President testified under direct examination that the Club had in fact returned club membership fees during 2018, 2019, and 2020, but then stated there had been no refunds of the \$1700 membership fee. The President admitted that some refunds were made, even though he says they changed the Bylaws. He said the Club may have to file for bankruptcy but then admitted the Club was profitable. He had selective and convenient knowledge of prior Board actions, club finances, and prior meeting details.
9. A contract was formed between myself and Defendant on April 12, 2018 when the membership agreement was signed and a check was tendered to the Defendant. The check was received into evidence without objection.
10. I completed my part of the contract. Defendant breached their part of the contract. What the new Board of Directors changed or did in 2020 is irrelevant.
11. Defendant's Operational Rules in effect when the contract was formed are unambiguous and state the \$1700 membership fee is refundable to a member in good standing, less any amounts due in arrears to the club. The Defendant's Operational Rules were accepted as evidence without objection. The Club introduced no direct evidence the I was not in good standing when I left the Club.

12. The Membership agreement references and includes BOTH Bylaws and Operational Rules, but nowhere does it say Bylaws trump Operational Rules. The average person would not understand Bylaws or the concept that his \$1700 might not be returned. The average person would not see any conflict between "stock shares" and refundable membership fee.
13. Defendant argued that the Defendant's Bylaws are controlling, while I argue that the Bylaws and the Operational Rules are separate and can be read independently giving both meaning. Contract construction requires the Court to give meaning to both of the seemingly conflicting statements in a contract if possible.
14. The new Board of Directors can change the "refundable deposit" language in the Operational Rules prospectively but not retroactively, without my consent.

I thank the Court for its time and consideration in this matter.

I hereby certify that a true and correct copy of the foregoing has been served to Edward Holodak, Esq. via email at the email addresses he filed and hand delivered to the Clerk of Court this 12th day of January, 2021.

Respectfully,



Steven J. Borer
601 NW 73rd Avenue
Plantation, FL 33317
borersj@g.cofc.edu

IN THE COUNTY COURT IN AND FOR
BROWARD COUNTY, FLORIDA

STEVEN J. BORER,
MICHAEL W. BORER,

CASE NO.: COWE20022099 (81)

Plaintiff,

v

POMPANO BEACH FLYING CLUB,
GREGORY GILHOOLY,

Defendant.

NOTICE OF CORRECTING RECORD

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., files this Notice of Correcting Record, as says:

During closing arguments at the trial held in this case on January 11, 2021, Defendant POMPANO BEACH FLYING CLUB, and its counsel made statements that the Club previously subpoenaed bank records relating to 2017, 2018, and 2020. The records had been requested by the Club of its financial institution, but a formal "subpoena" was never served. Counsel and Defendant apologize to the Court and Plaintiff for any confusion or inconvenience the inadvertent usage of the word "subpoena" may have caused. The intent of the statement was to convey to the Court that the records had been requested and were not in Defendant's possession at the time of trial. The statement was inadvertent and not meant to mislead the Court in any manner.

I HERBY CERTIFY that a true and correct copy of the foregoing has been sent via eportal this 12th day of January 2021 to pro se Plaintiff Steven J. Borer at borersj@g.cofc.edu and via U.S. Mail at 601 NW 73rd Avenue, Plantation, Florida 33317.

By: /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
pleadings@holodakpa.com

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IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. COWE20022099 (81)

STEVEN J. BORER,
MICHAEL W. BORER,

Plaintiffs,

Vs.

POMPANO BEACH FLYING CLUB,
GREGORY GILHOOLY,

Defendants.

EXCERPT FROM NON-JURY TRIAL

BEFORE THE HONORABLE PHOEBEE FRANCOIS

VIA ZOOM

DATE: MONDAY, JANUARY 11, 2021

EXHIBIT C - 21

1 APPEARING ON BEHALF OF PLAINTIFFS:

2 STEVEN J. BORER, PRO SE
3 MIKE BORER, PRO SE
4 601 NW 73rd Avenue
5 Plantation, FL 33317
6 (803) 517-4244

7 APPEARING ON BEHALF OF DEFENDANT:

8 EDWARD F. HOLODAK, ESQ.
9 EDWARD F. HOLODAK, PA
10 7951 SW 6th Street, Suite 210
11 Plantation, FL 33324
12 (954) 927-3436
13 edward@holodakpa.com

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15 BE IT REMEMBERED, that the following excerpt
16 from the proceedings was taken in the above-styled cause
17 before Judge Phoebee Francois, via Zoom, on Monday, the
18 11th day of January, 2021, to wit:

19 - - -

20 * * * * *

21 THE COURT: Okay. What about the bank records
22 for 2018 and 2019?

23 MR. HOLODAK: Those are all part of the
24 litigation, Your Honor, that we are attempting
25 to -- before Judge Haines.

THE COURT: All right. Isn't that something
you can get from the bank?

MR. HOLODAK: We have subpoenaed them, Judge.
Again, the litigation is ongoing in front of Judge

EXHIBIT C - 22

1 Haines.

2 THE COURT: You've subpoenaed them from the
3 bank?

4 MR. HOLODAK: Yes, ma'am, we subpoenaed them
5 from Mr. Kennedy and from the bank.

6 THE COURT: And the bank has not responded?

7 MR. HOLODAK: Not as of yet, Your Honor.

8 THE COURT: And when did you subpoena them?

9 MR. HOLODAK: Judge, off the top of my head, I
10 don't know.

11 THE COURT: Okay. I would be interested in
12 knowing, Counsel. And I think that it would be
13 verbatim on both ends. The testimony from
14 Mr. Gilhooly was that some members received their
15 refunds in 2018 and some members did not. I want
16 to know what the criteria was, why were select
17 members given their refunds and select members not
18 given their refunds. That's important for me to
19 know and it's going to make a very big difference
20 in what my ruling is going to be.

21 MR. HOLODAK: Understood.

22 THE COURT: So I want you guys to provide that
23 information.

24 * * * * *

25 (The hearing was concluded.)

EXHIBIT C - 23

CERTIFICATE OF REPORTER

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THE STATE OF FLORIDA,)
COUNTY OF PALM BEACH.)

I, BETH L. KELLY, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing excerpt from the proceedings and that such transcription, Pages 1 through 3, herein is a true and accurate record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor a relative or employee of such attorney or counsel, or financially interested, directly or indirectly, in this action.

The certification does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the reporter.

Dated this 12th day of January, 2021.



Beth L. Kelly, FPR

EXHIBIT C - 24

LAW OFFICES OF EDWARD F. HOLODAK, P.A.



EDWARD F. HOLODAK, Esq.
Admitted in Florida and
Washington, D.C.

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This Firm Acts as a Debt Collector.

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January 12, 2021

Honorable Judge Phoebe Francois
Broward County Courthouse
100 N Pine Island Rd Ste 210
Plantation, FL 33324-7804

RE: Correction of Record

Dear Judge Francois:

Please find enclosed a courtesy copy of a Notice of Correcting Record that I filed on behalf of my client today in this case. The Notice is self-explanatory, but I wanted to be sure you received a direct copy of this Notice, along with my apologies for my inadvertent use of the word subpoena.

Thank you for your immediate attention to this matter.

Respectfully submitted,

Edward F. Holodak

Edward F. Holodak
Attorney at Law

EFH/ab

Cc: Pompano Beach Flying Club, Defendant
Steven J. Borer, Plaintiff

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EXHIBIT C - 25