

IN THE BROWARD COUNTY SMALL CLAIMS COURT
FORT LAUDERDALE, FLORIDA

COVID

20010538

Case No.

71 LLOYD HILL

LLOYD DAVID HILL, and
GRAHAM DAVID HILL

Co-Plaintiffs,

vs.

POMPANO SENIOR SQUADRON FLYING CLUB,
DBA – POMPANO BEACH FLYING CLUB,
A Florida corporation,

Defendant.

BASIS OF CLAIM

Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL, complain Material Breach of Contract or Fraud, and Termination of Rights Without Just Cause against Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., DBA POMPANO BEACH FLYING CLUB, and alleges as set forth in ¶¶ 1-113 below:

I. PARTIES

1. Plaintiff LLOYD DAVID HILL, (hereinafter "Plaintiff #1" or "Plaintiff L. Hill") is an individual who is currently, and was at all relevant times herein, a resident of the State of Florida, County of Broward, City of Pompano Beach. Plaintiff L. Hill is the father of Plaintiff GRAHAM DAVID HILL.

2. Plaintiff GRAHAM DAVID HILL, (hereinafter "Plaintiff #2" or "Plaintiff G. Hill") is an individual who is currently, and was at all relevant times herein, a resident of the State of Florida, County of Broward, City of Pompano Beach. Plaintiff GRAHAM DAVID HILL is the dependent son of Plaintiff L. Hill.

3. Defendant, POMPANO SENIOR SQUADRON FLYING CLUB, INC., DBA POMANO BEACH FLYING CLUB (hereinafter "Defendant" or "PBFC") is a corporation organized and existing by virtue of the laws of the State of Florida, and may be served with process by service upon its registered agent, Gregory Gilhooly, 1421 S Ocean Blvd, Suite 102, Pompano Beach, FL 33062.

4. All of the acts and/or failures to act alleged herein that give rise to this action were duly performed by and/or are attributable to Defendant, individually or acting by and through their agents and employees. Said acts and/or failures to act were within the scope of any agency or employment, or were ratified by Defendant.

II. FACTS RELATED TO MATERIAL BREACH OF CONTRACT OR FRAUD

A. Establishment of Contract

5. On November 28, 2018, Plaintiffs completed PBFC membership application forms.

6. Plaintiff #1 applied to be a PBFC-approved flight instructor and Plaintiff #2 applied for PBFC general membership.¹

7. Plaintiff #1 submitted these applications via email to the PBFC Secretary, Paul Sanchez, on November 30, 2018 at 17:07.²

8. Mr. Sanchez responded to Plaintiff #1 via email a short while later, at 17:49, and said that he would "*forward the applications to Carl Kennedy our treasurer.*"

9. The next day, December 1, 2018, Plaintiffs had a speakerphone call with Carl Kennedy, PBFC Treasurer, and discussed any additional steps necessary to approve general membership for Plaintiff #2.

10. During this speakerphone call, Mr. Kennedy advised Plaintiffs that approval of the membership application by Plaintiff #2 was subject to a deposit of one thousand seven hundred dollars (\$1,700) tendered to the PBFC.

¹ See Exhibits 1 and 2, Applications for Membership for Plaintiff #1 and Plaintiff #2, November 28, 2018.

² Any times within this document use a 24-hour clock and reflect times in the Eastern Time Zone.

11. Since Plaintiff #1 had made it clear that he would be the individual responsible for meeting the financial obligations and engaging in business interactions with the PBFC on behalf of Plaintiff #2, and since Mr. Kennedy acknowledged and understood this arrangement, Plaintiff #1 asked Mr. Kennedy to affirm the nature of the \$1,700 deposit.

12. Mr. Kennedy replied that the Plaintiffs could *“think of it as a security deposit that we hold in case you don’t pay your bills”*³ and added that the deposit would be returned whenever Plaintiff #2 withdrew from the PBFC.

13. Plaintiff #1 recalled that, when he was completing the applications three days earlier, he had located an “Operational Rules” document on the PBFC web site that also characterized this deposit as being refundable.⁴

14. Plaintiff #1 then located a “blog” page on the PBFC web site also characterizing the deposit as being refundable.⁵

15. Plaintiff #1 also located a “Club Info” page on the PBFC web site citing fifteen aspects of the club. The tenth item characterizes the deposit as being refundable.⁶

³ This is Plaintiffs’ best effort to quote and provide accurate context. The call was not recorded or transcribed.

⁴ “6. Membership Fee is \$1,700.

“An individual is considered a member when he or she has submitted a properly prepared Application which meets membership criteria and has paid the Membership Fee. When a Member withdraws from the Club, the Membership Fee of \$1,700 will be refunded less any outstanding balances.”

This statement was included on page six of a 6-page MS Word document on the PBFC web site titled “Pompano Beach Flying Club: OPERATIONAL RULES” with a file name of “OperationalRules1-1-2015Rev.doc.” For reasons unknown, this document reflects a revision date of October 11, 2013, but that is inconsistent with its file name. It was found via a link on the PBFC web site on November 28, 2018 and reflects the language cited. This document remained available on the PBFC web site until at least May 13, 2020. See Exhibit 3.

⁵ “What is the cost to be a member?

“There are many reasons you might consider joining PBFC ... Monthly membership dues are \$140, a \$1700 deposit is required which is returned to you upon leaving the club.”

This page, dated February 9, 2017, was visible on the PBFC web site on December 1, 2018 and remained displayed on that page until at least May 20, 2020. See Exhibit 4.

⁶ “10. There is an entry fee of \$1,700, this is refundable if you decide to leave the club.”

This statement was visible on the PBFC web site “club info” page on December 1, 2018 and remained displayed on that page until at least May 20, 2020. See Exhibit 5.

16. Although various terms were used in Defendant documents to describe the \$1,700 refundable deposit (“Membership Fee,” “deposit,” and “entry fee”), they universally made clear that the \$1,700 being requested upon application was fully refundable upon withdrawal from PBFC membership.

17. On December 1, 2018 at 13:33, based on Mr. Kennedy’s representation and all official descriptions that Plaintiff #1 was able to find on the PBFC web site,⁷ Plaintiff #1 agreed to the terms of the \$1,700 refundable security deposit for the membership application of Plaintiff #2 by electronically tendering \$1,700 to the PBFC as directed by Mr. Kennedy.⁸

18. By tendering the \$1,700 refundable security deposit, Plaintiff #1 completed Plaintiff #2’s PBFC membership application process, and Plaintiff #2 was soon thereafter listed on the PBFC roster as a member.

B. Placing PBFC Membership On Hold

19. In January 2019, a few weeks after Plaintiff #2’s PBFC membership had commenced, Plaintiffs had been unable to secure the services of a PBFC-approved flight instructor who was available to provide the instruction and training Plaintiff #2 needed to obtain his Private Pilot License.

⁷ The applications for membership (See Exhibits 1 and 2) require applicants to affirm that they “agree to abide by the By-Laws and Operational Rules of the Club as published and as properly modified in the future.” While Plaintiffs were aware of and agreed to the Operational Rules as published, the PBFC had not published the “By-Laws” on its web site. There was a link purporting to allow “Download Bylaws” but this link was “broken” on December 1, 2018 (the link was to a resource that did not exist on the web site). Plaintiff #1 reported this “broken link” to PBFC officials on multiple occasions, including as late as April 9, 2020. See Exhibit 11. Upon information and belief, other PBFC members also reported the “broken link” to PBFC officials. The “broken link” remained until the web site was redesigned in late May 2020. Regardless, in December 2018, Plaintiffs concluded that the terms of the application contract could only exist and be operative if they were compliant with the “By-Laws.” Therefore, the “By-Laws” could never be legitimately invoked to negate the terms of the contract consummated in December 2018 by virtue of Defendant’s acceptance of Plaintiffs’ membership application and deposit that was tendered according to the published policies and statements of the PBFC Treasurer.

⁸ See Exhibit 6, Payment of Refundable Security Deposit for Plaintiff #2, December 1, 2018.

20. This inability was due to several factors, including the nature of PBFC policies regarding PBFC-approved flight instructors:

- a. The PBFC is not certified as a Flight School under Federal Aviation Regulation (FAR) Part 141 and does not directly employ flight instructors.
- b. A Federal Aviation Administration (FAA) certified flight instructor may apply to the PBFC to become a PBFC-approved flight instructor.
- c. PBFC-approved flight instructors are self-employed and provide their services pursuant to their individual availability and training preferences.
- d. PBFC-approved flight instructors are under no obligation to actually provide any instruction or services.
- e. PBFC members pay PBFC-approved flight instructors directly. There is no financial relationship between PBFC-approved flight instructors and the PBFC.
- f. PBFC members may only receive flight instruction in PBFC aircraft from PBFC-approved flight instructors.

21. As it happened, none of the PBFC-approved flight instructors contacted by Plaintiffs were available to provide Plaintiff #2 instruction toward his Private Pilot License.

22. In January 2019, Plaintiff #1 contacted Mr. Kennedy to explain these problems and proposed placing Plaintiff #2's membership status "on hold" until he completed his Private Pilot License elsewhere, after which Plaintiffs would return to use PBFC aircraft.

23. Mr. Kennedy agreed to this "on hold" status and agreed that Plaintiff #1 would be allowed to discontinue paying monthly dues on behalf of Plaintiff #2, and Plaintiff #1 advised Mr. Kennedy that he would leave his \$1,700 refundable security deposit on file with the PBFC because Plaintiffs intended to return to use PBFC aircraft.

24. On November 19, 2019, Plaintiff #2 received his Private Pilot License.

C. Reactivating PBFC Membership

25. On November 20, 2019, Plaintiff #1 advised Mr. Kennedy via email that Plaintiff #2 had earned his Private Pilot License and was ready to become active in the PBFC.

26. Mr. Kennedy responded that Plaintiff #2's membership would be considered reactivated upon his first PBFC aircraft rental.

27. On November 26, 2019, Plaintiff #1 contacted Mark Reischer, a PBFC-approved Flight Instructor. Plaintiff #1 informed Mr. Reischer of Plaintiffs' general history with the PBFC and that Plaintiff #2 was now ready to be checked out and start flying PBFC aircraft.

28. Mr. Reischer said that he would take care of reserving an aircraft on behalf of Plaintiff #2 for his PBFC flight checkout, and the parties scheduled this event for November 28, 2019 at 10:00.

29. On November 28, 2019, commencing at 10:00 and ending at approximately 13:00, Plaintiff #2 was satisfactorily flight-checked in Piper Archer N47LH by Mr. Reischer.

30. Plaintiff #2's PBFC membership was reactivated with this flight checkout.

D. Withdrawing From PBFC

31. Plaintiffs had endured several significant problems with the PBFC since reactivating Plaintiff #2's membership and, in general, were not receiving the full benefits that Plaintiff #1 had been paying for on behalf of Plaintiff #2.

32. On May 29, 2020, Plaintiff #1 sent written notice of Plaintiff #2 withdraw from the PBFC effective immediately.⁹ This notice was sent by email to all PBFC officers and Plaintiff #2, as well as via Certified Mail to the PBFC address used for member billing and payments (P.O. Box 10241, Pompano Beach, FL 33061).

33. The letter sent by Certified Mail was signed by both Plaintiff #1 and Plaintiff #2.

34. Both written notices requested return of the \$1,700 refundable security deposit, less whatever outstanding balance would be due for the PBFC bill for May 2020 dues and flying.

⁹ See Exhibit 7, E-Mail Version of Letter of Withdrawal from Plaintiff #1, May 29, 2020.

35. After not hearing back from the PBFC for ten (10) full calendar days, Plaintiff #1 sent a follow-up letter on June 9, 2020, again by email and Certified Mail.¹⁰

36. The Certified Mail included the set of aircraft keys that Defendant had provided to Plaintiff #2.

37. In this June 9, 2020 follow-up letter, Plaintiff #1 noted that the May 2020 PBFC bill had not been emailed to him like all previous bills; It had only been sent to Plaintiff #2.

38. Plaintiff #1 acquired a copy of the May 2020 PBFC bill from Plaintiff #2.

39. In his June 9, 2020 letter to the PBFC, Plaintiff #1 restated his understanding that the May 2020 PBFC bill was an “*outstanding balance*” to be subtracted from the \$1,700 refundable security deposit owed him.

40. The disposition that Plaintiff #1 sought regarding the May 2020 PBFC bill conforms to the terms of the contract entered into on December 1, 2018, when Plaintiff #1 tendered the refundable security deposit as a condition of Plaintiff #2’s membership (See ¶¶ 7-18).

41. After mailing the follow-up letter by Certified Mail on June 9, 2020, Plaintiff initiated the “send/receive” action on his computer at 16:38 to transmit the email version of this same follow-up letter to which was attached a photograph the aircraft keys that were enclosed in the letter sent by Certified Mail.

42. At the end of the “send/receive,” an email arrived from Andrew Bilukha, PBFC Treasurer, an email that had apparently been sent approximately three hours earlier (13:46).¹¹

43. Mr. Bilukha’s June 9, 2020 email was in response to Plaintiff #1’s May 29, 2020 email, an email that had been sent to the PBFC more than ten (10) full calendar days prior.

44. Instead of addressing Plaintiff #1 in the email to which he was replying, Mr. Bilukha instead re-addressed it to Plaintiff #2 and only “Cc’d” Plaintiff #1.

45. Mr. Bilukha changed the addressees despite his awareness that Plaintiff #1 was the sender of the email to which he was replying.

¹⁰ See Exhibit 8, E-Mail Version of Follow-Up to Letter of Withdrawal from Plaintiff #1, June 9, 2020.

¹¹ See Exhibit 9, E-Mail from Mr. Biluka to Plaintiff #2, Cc to Plaintiff #1, June 9, 2020.

46. Mr. Bilukha also knew that the PBFC had long ago recognized Plaintiff #1 as being the PBFC's sole point of contact regarding membership and financial matters related to his dependent son, Plaintiff #2.

47. In spite of the PBFC's acceptance of the longstanding practice where Plaintiff #1 represented all of Plaintiff #2 PBFC billing and other interests, a fact that would be fully supported by any examination of PBFC records, Mr. Bilukha claimed that it was now somehow "unusual" for his father (Plaintiff #1) to represent Plaintiff #2 PBFC interests and implied the withdraw notice was not genuine:

- a. Mr. Bilukha expressed the belief that Plaintiff #1 may have sent his May 29, 2020 letter "*in error*" without authorization from Plaintiff #2.
- b. Mr. Bilukha claimed that it would be "*an unusual practice*" for Plaintiff #1 to send such correspondence on behalf of Plaintiff #2.

48. Mr. Bilukha cited an outstanding balance of \$510.60¹² for May 2020 billing and said a 10% penalty would be applied if it was not paid by June 22, 2020.

49. Mr. Bilukha went on to state that if Plaintiff #2 intended to withdraw from the PBFC, he would only receive a \$1 "common share" refund.

50. Mr. Bilukha completely ignored the presence of the \$1,700 refundable security deposit issue, an action that Plaintiff #1 interpreted as evidence that the PBFC did not intend to return the \$1,700 refundable security deposit that had been tendered to the PBFC on December 1, 2018 as a condition of Plaintiff #2's membership.

51. Mr. Bilukha did not cite any policy or regulatory basis for this \$1.00 refund determination beyond generic reference to "*Club By-Laws*" and "*Op-Regs.*"

52. Plaintiff #1 had been made aware of a special PBFC Board Meeting held via videoconference on May 4, 2020, during which the PBFC officers purported to have restructured how new member applicants would be admitted to the PBFC going forward.

¹² Plaintiff #1 incorrectly cited the May 2020 bill amount in his June 9, 2020 letter and June 10, 2020 email. The correct amount due, as billed by the PBFC, is \$510.60.

53. Upon information and belief, a new membership application process had been approved during the May 4, 2020 videoconference and is reflected in the PBFC Operational Rules¹³ document adopted by the PBFC Board of Directors at a regular PBFC meeting on May 13, 2020.

54. The revised Operational Rules indicate that the Board voted to establish a \$500 new membership fee in lieu of the previous \$1,700 refundable security deposit for new member applicants.

55. The revised Operational Rules provide that \$499 of the new \$500 membership application fee would be non-refundable, with the remaining \$1.00 characterized as a “common share” that will be refunded when the member withdraws from the PBFC.

56. Thus, it seemed to Plaintiff #1 that Mr. Bilukha had mistakenly – or even purposefully – attempted to retroactively apply the newly adopted PBFC membership fee scheme, with the effect being to unilaterally seize the \$1,700 refundable security deposit that Plaintiff #1 tendered on December 1, 2018 as a condition of Plaintiff #2 PBFC membership under clearly stated terms that this was a refundable security deposit.

57. Contributing to the suspicion that Mr. Bilukha’s actions were intentional, Plaintiff #1 received a credible report that, during the same special PBFC Board Meeting held by videoconference on May 4, 2020, one member of the PBFC Board of Directors, Robert Breeden, had made a Motion to completely deny any refund of any portion of refundable security deposits ever made by PBFC applicants, no matter when those security deposits had been made or what PBFC promises were made regarding their refundable nature.

58. It is a relevant fact that a month earlier, on April 8, 2020, Mr. Breeden sent a mass email to the PBFC membership. Mr. Breeden’s email blast updated members on some matters, but also admonished unidentified members for alleged misconduct, stating – in part – that, *“this is not a rental agency! You are a partial owner of these planes as a club member...”*

¹³ On or after May 13, 2020, the PBFC placed on their web site a revised Ops Rules document titled “Pompano Beach Flying Club OPERATIONAL RULES” with a file name of “PBFC_Operational_Rules.pdf” Note: This document reflects a revision date of 5/12/2020, but was not actually adopted until 5/13/2020. See Exhibit 10.

59. On April 9, 2020, Plaintiff #1 replied to Mr. Breeden and all other members of the PBFC Board of Directors informing them that Plaintiffs had not joined the PBFC as “partial owners” of any kind, had only tendered a \$1,700 refundable security deposit, were monthly dues paying members, and had no knowledge or expectation of partial asset ownership.¹⁴

60. Plaintiff #1 wrote that, “[Plaintiff #2] is a PBFC member under the terms and conditions as represented to [Plaintiffs] by the PBFC at the time of executing his application for PBFC membership, and not any other. I did not seek, nor did the PBFC ever disclose in any way that [Plaintiff #2] joining the PBFC was any implied or expressed liability or obligation for ownership of any kind.”

61. Plaintiff #1 did not know if some members were partial owners of PBFC aircraft or other PBFC assets, or what terms and conditions applied to all other members who may not have joined under the same \$1,700 refundable security deposit contract as Plaintiff #2, but Plaintiff #1 was alarmed.

62. Plaintiff #1 envisioned partial ownership to represent risk of legal or financial liability upon his son, Plaintiff #2, particularly due to the April 3, 2020 mass email from the PBFC President stating that the PBFC would remain operating because he claimed the PBFC was “unaffected by the [Florida Stay-at-Home] order” that had just been issued due to COVID-19.

63. The PBFC continued to operate after April 3, 2020, which may not have been compliant with the Florida Stay-at-Home Order, but in any event, the PBFC failed to take precautions as recommended by the CDC or others directing protective health measures.

64. These failures and lack of prudent judgement increased Plaintiff #1’s concern about potential liability onto his dependent son (Plaintiff #2).

65. In his email of April 9, 2020, Plaintiff #1 also emphasized that the \$1,700 security deposit tendered as a condition of Plaintiff #2’s membership was verbally represented by Mr. Kennedy as being refundable, and also noted as being refundable in multiple places on the PBFC web site (specific citations were provided).

¹⁴ See Exhibit 11. E-Mail from Plaintiff #1 to PBFC Officers, April 9, 2020.

66. Plaintiff #1 added that the PBFC Bylaws remained unavailable on the PBFC web site.

67. The PBFC never responded to Plaintiff #1's April 9, 2020 email.

68. Upon information and belief, the intent of Mr. Breeden's Motion on May 4, 2020 was to maliciously negate the concerns Plaintiff #1 had expressed in his April 9, 2020 email with respect to the nature of the \$1,700 refundable security deposit by proposing to unilaterally seize all PBFC refundable security deposits from all PBFC members and former members owed, and not ever return them.

69. However, the existence and any vote on Mr. Breeden's Motion was not included in the meeting minutes to this PBFC videoconference for May 4, 2020, so it is unclear what action, if any, the PBFC Board of Directors actually took on the Motion.

70. On May 5, 2020, Carl Kennedy, former PBFC Treasurer, sent an email to about 65 recipients, including Plaintiff #1, all believed to be current and former PBFC officers, members, and others.¹⁵ Mr. Kennedy noted that he was "*absolutely shocked*" when he "*heard Mr. Breeden's attempt to make a Motion at the Special Meeting last night to 'disavow' and deem 'forfeited' the \$1700 buy-in funds.*"

71. Mr. Kennedy said, "*Mr. Breeden's Motion was problematic for several reasons*":

- a. "*PBFC has absolutely no right to disavow or breach the contractual obligation it has to return the buy-in funds of every member who requests them,*" and
- b. "*Every member who has left the Club and requested the return of their \$1700 is contractually entitled to receive those funds (less any debt owed to PBFC) and failure of PBFC to return such funds exposes the Club to significant potential legal liability for conversion, theft, and/or other legal claims,*" and
- c. "*You cannot simply fail to return the contractually owed monies to (former) members without significant legal exposure.*"

¹⁵ See Exhibit 12. E-Mail from Carl Kennedy to various, May 5, 2020.

72. On May 8, 2020, Mr. Kennedy forwarded an email to about 100 recipients, including Plaintiff #1, all believed to be current or former PBFC officers, members, and others.¹⁶ The forwarded email was from his attorney, Wendy A. Hausmann. Ms. Hausmann had observed the May 4, 2020 PBFC videoconference and was writing to Edward F. Holodak, who is apparently legal counsel for the PBFC. Mr. Kennedy forwarded Ms. Hausmann's email in its entirety.

73. In Ms. Hausmann's email, she:

- a. wrote, *"I am a witness and will testify to Robert Breeden's Motion for attempted theft of former members monies. I personally saw his face and heard him speak the words."*
- b. characterized Mr. Breeden's Motion as intended to *"disavow and default on the monies owed..."* by the PBFC.
- c. took particular exception to the *"conspicuous omission"* of Mr. Breeden's Motion from the May 4, 2020 special PBFC meeting minutes.

74. Thus, on June 10, 2020, when Plaintiff #1 responded to Mr. Bilukha's June 9, 2020 email, he did so while reflecting on prior exchanges involving the PBFC, as well as activities he had been informed occurred on the May 4, 2020 special PBFC Board meeting videoconference, and also Mr. Bilukha's own comments in his June 9, 2020 email.

75. In his June 10, 2020 reply to Mr. Bilukha,¹⁷ Plaintiff #1 challenged Mr. Bilukha's apparent claims of illegitimacy regarding Plaintiff #1's email and letter of May 29, 2020, denying there was any *"error"* and refuting the claim it was *"unusual"* for him to write on behalf of his dependent son by pointing out that Plaintiff #2 had never communicated with PBFC regarding any billing or business matters.

¹⁶ See Exhibit 13. E-Mail from Carl Kennedy to various (forward of Ms. Hausmann's E-Mail), May 8, 2020.

¹⁷ See Exhibit 14. E-Mail Reply from Plaintiff #1 to Mr. Biluka, June 10, 2020.

76. Plaintiff #1 also rejected Mr. Bilukha's claim that \$1,700 refundable security deposit for Plaintiff #2's PBFC membership was now worth only \$1 of "common share." He explained that, whatever the PBFC leadership purported to have changed for new member applicants going forward, no change could lawfully convert a \$1,700 refundable security deposit into a \$1 "share" or otherwise unilaterally and retroactively modify the terms of Plaintiff #2's membership contract.

77. Plaintiff #1 furthermore rejected the notion of a late fee for May 2020 billing since, among other things, the PBFC already had Plaintiff #1's money in the form of a refundable security deposit owed him, and the published PBFC policy had always been that the security deposit of "*\$1,700 will be refunded less any outstanding balances.*" Plaintiff #1 cited passages from the PBFC web site and Operational Rules that noted the "*deposit*" or "*membership fee*" or "*entry fee*" (it is identified by different terms) of \$1,700 is refundable upon leaving the PBFC. (See ¶¶ 12-16)

78. Plaintiff #1 made a demand for refund of the \$1,700 refundable security deposit tendered as a condition of PBFC membership for Plaintiff #2 on December 1, 2018.

79. Plaintiff #1 closed by pleading that mutual benefit would derive to all if the PBFC would honor the letter and intent of the contract without "*needless complications.*"

80. No further communications from the PBFC have been received by Plaintiffs.

III. FACTS RELATED TO TERMINATION OF RIGHTS WITHOUT JUST CAUSE

A. Application by Plaintiff #1 to be a PBFC-Approved Flight Instructor

81. On November 30, 2018, Plaintiff #1 completed an application to be a PBFC-approved flight instructor, which was a prerequisite in order to provide freelance flight instruction to PBFC members in PBFC aircraft.

82. This application was sent, along with an application for PBFC membership for Plaintiff #2, to the PBFC Secretary, Mr. Paul Sanchez, via email on November 30, 2018 at 17:07.

83. Mr. Sanchez responded a short while later, at 17:49, and said that he would "*forward the applications to Carl Kennedy our treasurer.*"

84. On the December 1, 2018 speakerphone call with Carl Kennedy, PBFC Treasurer, (See ¶¶ 9-12) the parties also discussed the PBFC flight instructor application for Plaintiff #1.

85. Mr. Kennedy advised Plaintiff #1 that, in order for Plaintiff #1 to finalize his application process to be recognized as a PBFC-approved flight instructor in order to provide flight instruction to PBFC members in PBFC aircraft, Plaintiff #1 needed only to successfully complete a flight checkout and receive administrative approval by Ron Ziller, PBFC Chief Pilot.

86. On December 3, 2018, Plaintiff #1 successfully completed a PBFC flight instructor flight checkout in a PBFC aircraft reserved by Trenton Hawkins, a PBFC-approved flight instructor.

87. Plaintiff #1 paid Mr. Hawkins in cash and recalls the total flight checkout cost to be about \$250.

88. On December 4, 2018, Plaintiff #1 completed and returned the requested "aircraft questionnaire" that had been provided by Mr. Hawkins after the flight checkout.

B. Loss of Records of Checkout for PBFC-Approved Flight Instructor

89. However, by December 13, 2018, Plaintiff #1 still had not been informed of his status as a PBFC-approved flight instructor. Plaintiff #1 emailed the PBFC Treasurer, Mr. Kennedy, asking him, "*When can I consider myself fully checked out in the club?*"

90. Plaintiff #1 did not receive a reply to this December 13, 2018 email.

91. By December 31, 2018, Plaintiffs had concluded that Plaintiff #2 would be unable to complete instruction for his Private License within the PBFC due to a lack of availability of PBFC-approved flight instructors, and reached agreement with the PBFC Treasurer to place their memberships "on hold" while Plaintiff #2 pursued flight instruction elsewhere (See ¶¶ 19-23).

92. Being placed "on hold" as of December 31, 2018 had the additional effect of temporarily rendering moot the defects in PBFC administrative records for Plaintiff #1's application to be a PBFC-approved flight instructor since Plaintiff #1 would not be acting in that capacity until at least after Plaintiff #2 received his Private Pilot License, so Plaintiff #1 did not follow-up on the status of his application from December 31, 2018 until November 19, 2019.

93. Plaintiff #2 obtained his Private Pilot License on November 19, 2019.

C. Resolution of the PBFC-Approved Flight Instructor Issue

94. Plaintiff #1 sent an email to Mr. Kennedy on November 19, 2019 to begin that re-engagement and inquire about the status of his application to be a PBFC-approved flight instructor.

95. This email led to the following sequence of events related to Plaintiff #1's application to be a PBFC-approved flight instructor:

- a. The next day, Mr. Kennedy emailed he would check with the PBFC Chief Pilot.
- b. Within a couple days, Plaintiff #1 learned that the PBFC could not find Plaintiff #1's flight instructor checkout records (allegedly these records were lost or never properly filed).
- c. Plaintiff #1 was told he would have to provide proof of his checkout.
- d. On or about November 22, 2019, Plaintiff #1 spoke by telephone to Mr. Hawkins (no longer affiliated with the PBFC), who agreed to substantiate Plaintiff #1's PBFC flight instructor flight checkout.
- e. On November 23, 2019, Plaintiff #1 sent an email to Mr. Kennedy explaining that Mr. Hawkins was standing by to substantiate the flight checkout.
- f. On November 25, 2019, Plaintiff #1 was still not reflected as a PBFC-approved flight instructor and emailed Mr. Kennedy advising him of this fact.
- g. On November 29, 2019, Plaintiff #1 received a text message from Ron Ziller, PBFC Chief Pilot, finally informing Plaintiff #1 that he was recognized as a PBFC-approved flight instructor.

96. Thus, despite Plaintiff #1's extraordinary good faith efforts to address and correct the PBFC's ongoing record-keeping problem, the PBFC did not resolve the status of Plaintiff #1 as a PBFC-approved flight instructor until almost a year after Plaintiff #1 had actually fulfilled all PBFC requirements.

D. Within Six Months, PBFC Terminates PBFC-Approved Flight Instructor Status

97. On May 12, 2020, Greg Gilhooly, PBFC President, sent an email to Plaintiff #1, copied to the other three PBFC Officers, PBFC Chief Pilot Ron Ziller, and, for reasons unknown, a PBFC member-at-large, Gregory Worley, bluntly saying only that, *“this is a notification that your appointment as a certified instructor in the Pompano Beach Flying Club has been rescinded.”*¹⁸

98. Mr. Gilhooly provided no just cause, reason, or even explanation for his action, nor did he cite any due process for Plaintiff #1 to appeal his action.

99. Plaintiff #1 found it conspicuous that Mr. Gilhooly’s email was sent immediately following a disconcerting email exchange earlier that same day about the latest adverse effects of ongoing PBFC software “glitches” disrupting Plaintiff #2’s scheduling of aircraft.¹⁹

100. On May 13, 2020, Plaintiff #1 addressed the PBFC Board of Directors in a reply-to-all to Mr. Gilhooly’s May 12, 2020 email, seeking restoration of his PBFC-approved flight instructor status.

101. The PBFC never replied to Plaintiff #1’s May 13, 2010, email.

102. Instead, upon information and belief, on the evening of May 13, 2020, Mr. Gilhooly presented a Motion to the PBFC Board of Directors that would have the effect of codifying his prior act to terminate Plaintiff #1’s PBFC-approved flight instructor status.

103. Upon information and belief, the PBFC Board of Directors voted to pass this Motion, but excluded all records of this Motion and its associated vote from the meeting minutes.

104. These actions led Plaintiff #1 to believe that Defendant was disinterested in restoration of Plaintiff #1 as a PBFC-approved flight instructor.

105. Considering the facts herein as they all came to pass, Plaintiff #1 no longer believed that restoration as a PBFC-approved flight instructor was in anyone’s interests.

¹⁸ See Exhibit 15. Termination of PBFC-Approved Flight Instructor, May 12, 2020.

¹⁹ Plaintiff #2 used the PBFC scheduling software to reserve an available aircraft for May 12, 2020. However, when Plaintiffs arrived to fly on May 12, 2020, the aircraft was not there and the PBFC scheduling software had not notified Plaintiffs that it was no longer unavailable. Worse, this wasn’t the first time as Plaintiff #1 explained in an email on May 12, 2020.

106. As a result, on May 29, 2020, Plaintiff #1 notified the PBFC via email and Certified Mail that he was seeking a \$250 reimbursement for Mr. Gilhooly's unilateral action lacking any just cause or even explanation for terminating the status of Plaintiff #1 as a PBFC-approved flight instructor. Plaintiff #1 noted, *"My qualification was obtained subsequent to, and in accordance with, a PBFC application and approval process, and then a PBFC flight checkout. Because this qualification was limited to the PBFC, and because the President did not provide any just cause supporting his action, the PBFC needs to reimburse me for my cost of obtaining that qualification. I am therefore also requesting reimbursement of \$250."*

107. On June 9, 2020, Plaintiff #1 sent a follow up to his May 29, 2020 letter via email and letter by Certified Mail reiterating that he was still seeking *"\$250 reimbursement for my Flight Instructor qualification."*

108. On June 9, 2020, Andrew Bilukha, PBFC Treasurer, responded to Plaintiff #1's May 29, 2020 letter via email discussing some issues relating to Plaintiff #2's membership withdraw, but was entirely nonresponsive about Plaintiff #1's request for reimbursement of costs in obtaining approval as a PBFC-approved flight instructor.

109. On June 10, 2020, Plaintiff #1 replied to Mr. Biluka's June 9, 2020 email and stated that he expected a complete remittance from the PBFC no later than June 29, 2020 (30 days after PBFC notification about this and withdrawal from the PBFC), including \$250 incurred pursuant to his application to be a PBFC-approved flight instructor.

110. The PBFC has been entirely nonresponsive to Plaintiff #1 with respect to his request for reimbursement for his costs to become a PBFC-approved flight instructor.

IV. FACTS RELATED TO ONGOING PROBLEMS WITH PBFC OPERATIONS

111. From November 28, 2019 through May 29, 2020, the brief period in which Plaintiff #2 was truly active in the PBFC, Plaintiff #1 periodically discussed with or wrote to PBFC officials expressing concerns about, or requesting resolution of, operational problems Plaintiffs were having with the PBFC, as well as administrative issues.

112. Upon information and belief, Plaintiff #1 believes that PBFC officials sought to retaliate against him for persistently raising PBFC operational and administrative issues plaguing Plaintiffs for which the PBFC either had no good answers or, if answers were even given at all, they were often of questionable validity, misrepresented key details, or ignored relevant facts.

113. Plaintiff #1 believes that, in terminating his status as a PBFC-approved instructor, PBFC officials were motivated by malice against Plaintiff #1 such that they acted in bad faith, in an arbitrary, discriminatory, and unjust manner.

IV. CLAIMS FOR RELIEF

A. Material Breach of Contract or Fraud

114. Plaintiffs and Defendant entered into a valid contract when Defendant accepted Plaintiff #1's PBFC membership \$1,700 refundable deposit on behalf of Plaintiff #2 under the terms as described by Defendant as set forth above.

115. Plaintiffs performed their obligations under the contract as set forth above.

116. Defendant has willfully breached or did fraudulently misrepresent the contract as set forth above.

117. As a result of Defendant's material breach or fraud, Plaintiffs sustained damages in the amount of at least \$1,189.40.²⁰

B. Termination of Rights Without Just Cause

118. Plaintiff #1 and Defendant entered into a good faith contract as set forth above.

119. Defendant did not cite any basis for taking the action in the email of May 12, 2020, or ever allege any infraction by Plaintiff #1, or at any time provide any justification for rescinding Plaintiff #1's status as a PBFC-approved flight instructor.

120. Upon information and belief, Defendant retaliated in bad faith because of Plaintiff #1 complaints regarding PBFC operational and administrative defects resulting in Plaintiff #2 not receiving the full benefits of PBFC membership.

121. Plaintiff #1 seeks only reimbursement for the cost of his PBFC flight instructor checkout, which was a PBFC procedural requirement to be a PBFC-approved flight instructor.

122. Plaintiff #1 seeks reimbursement of \$250.

²⁰ This amount is the \$1,700 refundable security deposit less Plaintiffs' "outstanding balance" of \$510.60 for their May 2020 bill. As noted previously, Plaintiff #1 incorrectly cited the May 2020 bill amount in his June 9, 2020 letter and June 10, 2020 email. The correct amount due for May 2020, as billed by the PBFC, is \$510.60.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

- 1. For material breach of contract or fraud, the amount of \$1,189.40.
- 2. For termination of rights without just cause, the amount of \$250.
- 3. For collection costs, remuneration for all administrative costs and fees

associated with pursuing this action, including but not necessarily limited to, all court fees, subpoena fees, mail costs, and mileage.

4. Interest compounded daily at the statutory rate on the above amounts from date due (June 30, 2020) until fully paid.

5. Such other and further relief as this court deems just and equitable.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.



Plaintiff #1: Lloyd D. Hill

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.



Plaintiff #2: Graham D. Hill

2728 NE 12TH ST
POMPANO BEACH, FL
33062

PH 954-683-1584



Exhibits Incorporated Into Complaint:

1. Application for Membership, Plaintiff #1 (November 28, 2020)
2. Application for Membership, Plaintiff #2 (November 28, 2020)
3. PBFC Operational Rules Attachment "A" (October 11, 2013)
4. PBFC Web Site Blog Page: *What is the cost to be a member?* (February 9, 2017)
5. PBFC Web Site Club Info Page (May 20, 2020)
6. Payment of Refundable Security Deposit for Plaintiff #2 (December 1, 2018)
7. E-Mail Version of Letter of Withdrawal from Plaintiff #1 (May 29, 2020)
8. E-Mail Version of Follow-Up to Letter of Withdrawal from Plaintiff #1 (June 9, 2020)
9. E-Mail from Mr. Biluka to Plaintiff #2, Cc to Plaintiff #1 (June 9, 2020)
10. PBFC Operational Rules Attachment "A" (May 12, 2020)
11. E-Mail from Plaintiff #1 to PBFC Officers (April 9, 2020)
12. E-Mail from Carl Kennedy to various (May 5, 2020)
13. E-Mail from Carl Kennedy to various (forward of Ms. Hausmann's E-Mail) (May 8, 2020)
14. E-Mail Reply from Plaintiff #1 to Mr. Biluka (June 10, 2020)
15. Termination of PBFC-Approved Flight Instructor (May 12, 2020)

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 1

Application for Membership, Plaintiff #1 (November 28, 2020)

POMPAÑO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

All portions of this application must be completed for it to be considered for approval. The application should be typed or printed. Questions may be referred to Carl Kennedy, 304-552-0206.

The application and other required documents should be mailed to the following address:

Pompano Beach Flying Club
C/O Carl Kennedy, Treasurer
2929 S. Ocean Blvd. Sta. 510
Boca Raton, FL 33432

The following items must be submitted with the application:

- 1 A copy of your pilot's certificate
- 2 A copy of your current FAA Medical Certificate
- 3 A copy of your drivers license
- 4 A copy of your log book pages showing total logged flight time of at least 300 hours, or an Instrument Rating
- 5 A copy of your log book page showing the last Flight Review
- 6 A check for membership in the amount of \$1700 made out to Pompano Beach Flying Club.

This check will be held by the Treasurer pending an opening in the club and review of the application. When the application is approved, the applicant will be notified of acceptance and a request to deposit the membership amount. If the applicant approves the deposit, the funds will be sent to the bank and the applicant will be notified regarding the procedure to obtain plane checkouts.

Note: Applicants, as well as members, are encouraged to attend the Club meetings held at American Flyers at KPMP the second Wednesday of each month, starting at 1800 and lasting approximately 1 1/2 hours.

Applicant Personal Experience:

Date Submitted 11/30/2018 D.O.B. [REDACTED]

Name Hill Lloyd [REDACTED]
Last First MI

Address [REDACTED] Pompano Beach [REDACTED]
Street City/State Zip

If less than 5 years Previous Address [REDACTED]
Street City/State Zip

Employed by: [REDACTED]

If less than 5 years Previous Employer [REDACTED]

Contact Information [REDACTED]
Home Phone # Work Phone # Cellular Phone # E-mail Address

Spouse First Name [REDACTED]

POMPAÑO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

Applicant Experience and History:

Logged Flight Hours:

Total Logged Flight Time- _____

Total Logged Flight Time in Aircraft having greater than 210 HP- _____

Total logged PA-32 Flight Time (Cherokee 6, Saratoga) - _____

Certificates (circle)
Ratings (circle)

Private/
CFI/ CFII Commercial/
Instrument/ ATP
Other

MEI; Flt Engineer; Gnd Instructor

Pilot Certificate # _____

Any Accidents

No

(Attach Details)

Suspensions

No

(Attach Details)

Any Incidents

No

(Attach Details)

Pilot/Driver's License: Have you, within the past 12 months, had your pilot or driver's license surrendered, suspended or revoked; or been arrested for or charged with operating an aircraft or motor vehicle under the influence of drugs or alcohol.

Yes _____

(Attach Details)

No X

I hereby make application for membership in Pompano Beach Flying Club. I affirm that this application is complete and accurate. I agree to abide by the By-Laws and Operational Rules of the Club as published and as properly modified in the future.

Signature _____

Date

11/30/2018

Referred by _____

(Name of person referring, if applicable)

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 2

Application for Membership, Plaintiff #2 (November 28, 2020)

POMPANO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

All portions of this application must be completed for it to be considered for approval. The application should be typed or printed. Questions may be referred to Carl Kennedy, 304-652-0208.

The application and other required documents should be mailed to the following address:

Pompano Beach Flying Club
C/O Carl Kennedy, Treasurer
2829 S. Ocean Blvd. Ste. 510
Boca Raton, FL 33432

The following items must be submitted with the application:

- 1 A copy of your pilot's certificate
- 2 A copy of your current FAA Medical Certificate
- 3 A copy of your drivers license
- 4 A copy of your log book pages showing total logged flight time of at least 300 hours, or an Instrument Rating
- 5 A copy of your log book page showing the last Flight Review
- 6 A check for membership in the amount of \$1700 made out to Pompano Beach Flying Club.

This check will be held by the Treasurer pending an opening in the club and review of the application. When the application is approved, the applicant will be notified of acceptance and a request to deposit the membership amount. If the applicant approves the deposit, the funds will be sent to the bank and the applicant will be notified regarding the procedure to obtain plane checkouts.

Note: Applicants, as well as members, are encouraged to attend the Club meetings held at American Flyers at KPMP the second Wednesday of each month, starting at 1800 and lasting approximately 1 1/2 hours.

Applicant Personal Experience:

Date Submitted 11/30/2018 D.O.B. [REDACTED]

Name Hill Graham [REDACTED]
Last First MI

Address [REDACTED] Pompano Beach [REDACTED]
Street City/State Zip

If less than 5 years Previous Address [REDACTED] [REDACTED] [REDACTED]
Street City/State Zip

Employed by: [REDACTED]

If less than 5 years Previous Employer [REDACTED]

Contact Information [REDACTED]
Home Phone # Work Phone # Cellular Phone # E-mail Address

Spouse First Name [REDACTED]

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 3

PBFC Operational Rules Attachment "A" (October 11, 2013)

Pompano Beach Flying Club OPERATIONAL RULES

ATTACHMENT "A"

- | | | | |
|----------------|----------------|----------------|---|
| 1. Hourly Rate | N47LH & N30877 | Piper Archer | \$ 120.00 per hour wet rate based on tachometer time. |
| | N54476 | Cherokee 6-300 | \$ 165.00 per hour wet rate based on tachometer time. |

Note – Tachometer time is engine time at 2500 RPM.

1a. Fuel purchased by members will be reimbursed at the rate/gallon the club is charged by Sheltair. Submit your fuel receipt with your payment and your next bill will be credited.

2. Monthly Dues \$140.00

3. Late Fees 10% of amount owed to Club not received by the 22nd of the month.

4. New Member Referral Fee. \$100 awarded to a person (not required to be a member) who refers someone who joins the Club.

5. Membership in Club is limited to 50 active members. An inactive member is defined as a member who has been granted an inactive status under item 7 below. The Club's membership may be increased based on the number of inactive members.

6. Membership Fee is \$1,700.

An individual is considered a member when he or she has submitted a properly prepared Application which meets membership criteria and has paid the Membership Fee. When a Member withdraws from the Club, the Membership Fee of \$1,700 will be refunded less any outstanding balances.

7. Inactive member status may be granted by the Board of Directors upon request by a member when the member will be out of town or unavailable for approximately 6 months or more and desires to leave his equity in the club. No dues or fees will be charged to an inactive member. An Inactive member may return to active status upon request and will be given priority over other applicants at the time.

ABOVE RATES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF DIRECTORS.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 4

PBFC Web Site Blog Page: *What is the cost to be a member?* (February 9, 2017)



(973)979-2834
PBFC club president@gmail.com

Home Become a Member About Us Our Aircraft Destinations Galleries Blog Contact Us

What is the cost to be a member?

February 9, 2017 | 2 Comments



There are many reasons you might consider joining PBFC. The most often cited centers on the economics: Our flying club can offer many of the benefits of aircraft ownership without the hassles or expense of being totally responsible for the upkeep of one. At the same time, the rates a club charges for the use of its aircraft are almost always less than what you can find at the local flight school. Monthly membership dues are \$140, a \$1700 deposit is required which is returned to you upon leaving the club.

← What are the requirements of membership?

1980 Piper PA-28-161 Warrior N81250 →

2 thoughts on "What is the cost to be a member?"

SAM SAOUD on May 25, 2017 | 10:13 pm

Hi, can you please tell me what's included in the monthly charge? And can I bring my instructor to fly the plane with me because I'm in the process of getting my PL. thank you.

Reply

Joe Dubois on May 29, 2017 | 10:57 pm

Hello,

I understand the \$140 monthly and the registration fee. Is there an additional cost to take the plane up, other than gas? Is there a surcharge on gas? Can the plane be used for cross country, and is there a limit on days?

Reply

Leave a Reply

Your email address will not be published. Required fields are marked *

Comment

Name *

Email *

Website

Calculate:

+ 84 = 86

Post Comment

ERROR for site owner
invalid domain for site key

reCAPTCHA
Privacy terms

Direct Phone Numbers

- Gregory Gilhooly (973)979-2834
- Tor Holm (305)450-9660
- Andrew Bitutka (203)913-9177
- Gregg Gaylo (904)746-7252
- Bob Breeden (954)393-7472

Our Aircraft

- Piper Archer II N47LH
- Cherokee Six 300 N2921S
- Piper Archer II N30877
- Piper Cherokee N8633E

Recent Posts

- 1980 Piper PA-28-161 Warrior N81250
- What is the cost to be a member?
- What are the requirements of members
- How many members do you have?
- Where can I fly to?

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 5

PBFC Web Site Club Info Page (May 20, 2020)



(973)979-2834
PBFCubpresident@gmail.com

Home Become a Member About Us Our Aircraft Destinations Galleries Blog Contact Us

Club Info



Pompano Beach Flying Club

MISSION: Provide easy access to well-maintained airplanes at affordable rates.

Planes are available to pilots with at least a student pilot certificate.

1. Our fleet consists of 1 Piper PA-28-140 Cherokee, 1 Piper PA-28-151 Warrior, 2 Piper PA-28-181 Archers, and a Piper PA-32-300 Cherokee Six, all providing the right-size aircraft for your mission.
2. We are located at KPMP, with three runways, low traffic density, and a





friendly environment.

3. Scheduling is available for trips of up to two weeks with no daily minimums. Certain restrictions apply.
4. Okay to fly to the Bahamas!
5. Club-owned survival gear (rafts, life jackets, GPS locators) at no charge.
6. We offer easy online scheduling utilizing Schedule Master software.
7. Each member holds his/her own keys to each aircraft and our hangar.
8. \$120 Warriors \$140 Archers N81250 \$75 Dry, PA 32-300- N2921S \$120 Dry.
9. Flying the 300hp Cherokee Six at 55% power it uses 11.3 gal/hr, the Archers use 6.8 gal/hr at 55% power.
10. There is an entry fee of \$1,700, this is refundable if you decide to leave the club.
11. Monthly dues \$165.
12. Billing through Schedule Master.
13. Club approved instructors are available for flight reviews, instrument proficiency checks and instrument training.
14. We hold monthly meetings, often with educational programs and occasional social outings.
15. Your colleagues include current and former airline pilots, general aviation enthusiasts, and many other different types of individuals.

Direct Phone Numbers

- Gregory Gilhooly (973)979-2834
- Tor Holm (305) 450-9660
- Andrew Bilukha (203) 913-9177
- Gregg Gayto (904) 746-7252
- Bob Breeden (954) 393-7472

Our Aircraft

-  Piper Archer II N47LH
-  Cherokee Six 300 N2921S
-  Piper Archer II N30877
-  Piper Cherokee N8633E

Recent Posts

- 1980 Piper PA-28-161 Warrior N81250
- What is the cost to be a member?
- What are the requirements of members?
- How many members do you have?
- Where can I fly to?

Pompano Beach Flying Club: 1401 NE 10th St Pompano Beach, FL 33060. Since 1970, the Pompano Beach Flying Club has been giving pilots from all over south Florida area the kind of affordable flying experience they want. The Pompano Beach Flying Club is a non-profit organization and our members are the shareholders. Club membership is a chance to meet fellow pilots in a

ABOUT PBFC



Pompano Beach Flying Club proudly offers the 1980 Piper PA-28-161 Warrior N81250 for flight training and time building. Very uncommonly warrior n81250 has the

Garmin G5 electronic attitude indicator, Garmin GNX375

(•) Gregory Gilhooly PBFCclub.president@gmail.com (973)979-2834 (•) Tor Holm Torholm@gmail.com 450-9660 (•) Andrew Bilukha PBFCclub.treasurer@gmail.com (203) 913-9177 (•) Gregg Gayto PBFCclub.secretary@gmail.com 746-7252 (•) Bob Breeden Bobbreeden@me.c 393-7472

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 6

Payment of Refundable Security Deposit for Plaintiff #2 (December 1, 2018)

Re: You sent a payment

From: "service@paypal.com" <service@paypal.com>

Subject: You sent a payment

Date: December 1, 2018 at 1:33:17 PM EST

To: Lloyd Hill <LHill@ourhillhouse.com>

Hello, Lloyd Hill



You sent \$1,700.00 USD to Carl Kennedy

YOUR NOTE TO Carl Kennedy

“ **Graham Hill application deposit** ”

Transaction Details

[REDACTED]

December 1, 2018

Money sent

\$1,700.00 USD

PAID WITH

[REDACTED]

\$1,700.00 USD

You paid

\$1,700.00 USD

Carl Kennedy will receive

\$1,700.00 USD

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 7

E-Mail Version of Letter of Withdrawal from Plaintiff #1 (May 29, 2020)

From: Lloyd Hill LHill@ourhillhouse.com
Subject: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club
Date: May 29, 2020 at 12:41 PM
To: Andrew Bilukha PBFClub.Treasurer@gmail.com
Cc: Greg Gilhooly sgtgrg@aol.com, Tor Holm TorHolm@gmail.com, Gregg Galyo ggalyo@gmail.com, Graham Hill GHill@ourhillhouse.com

Lloyd Hill


LHill@ourhillhouse.com

May 29, 2020

Andrew Bilukha
Treasurer, Pompano Beach Flying Club (a.k.a. "PBFC")
POB 10241
Pompano Beach, FL 33061
VIA U.S. MAIL and EMAIL: PBFClub.Treasurer@gmail.com
Certified Mail #70192280000129358353
USPS Tracking #9590940258450038285460

cc: Greg Gilhooly, PBFC President: sgtgrg@aol.com
Tor Holm, PBFC Vice President: TorHolm@gmail.com
Gregg Galyo, PBFC Secretary: ggalyo@gmail.com

RE: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club

Andrew (et al.),

Please be advised that, as of this notice and effective immediately, on behalf of, and at the behest of my dependent son, Graham Hill, I hereby withdraw his membership in the Pompano Beach Flying Club (hereinafter, "PBFC").

During a phone call in late 2018, Graham and I began our relationship with the PBFC. A deposit of \$1,700 for Graham's membership was solicited. I was verbally assured that this was a security deposit that would be refunded when Graham left the club (minus any outstanding balances). I quickly found this policy, in writing, on the PBFC web site, so I provided the \$1,700 deposit and proceeded with joining Graham to the PBFC pursuant to these conditions.

With Graham's withdrawal from PBFC membership, I am hereby requesting a refund of my \$1,700 deposit. However, since our May 2020 bill will be calculated soon, I am only requesting a refund of that portion of the \$1,700 deposit which is greater than the outstanding balance due for May 2020. Thus, rather than bill me for Graham's May 2020 flying and dues, you can simply deduct the May 2020 bill from my \$1,700 refundable deposit and send me that remaining balance.

As a separate matter, on the evening of May 12, 2020, I received an email from the PBFC President, copied to the PBFC Board of Directors and Chief Pilot, informing me that he had rescinded my PBFC flight instructor qualification. This qualification was obtained subsequent to, and in accordance with, a PBFC application and approval process, and then a PBFC flight checkout. Because this qualification use was limited to the PBFC, and the President did not provide just cause supporting his action, the PBFC needs to reimburse me for my cost of obtaining that qualification. I am therefore also requesting reimbursement of \$250.

Please provide an itemized statement so that all of the aforementioned can be properly recorded and this matter may be closed.

Respectfully,

//signature on mailed notice//

Lloyd Hill
at the behest of Graham Hill

//signature on mailed notice//

Graham Hill, withdrawing PBFC member

cc: Graham Hill: GHill@ourhillhouse.com

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 8

**E-Mail Version of Follow-Up to Letter of Withdrawal from Plaintiff #1
(June 9, 2020)**

From: Lloyd Hill LHill@ourhillhouse.com
Subject: Follow Up - Graham Hill hereby withdraws membership from the Pompano Beach Flying Club
Date: June 9, 2020 at 4:38 PM
To: Andrew Bilukha PBFClub.Treasurer@gmail.com
Cc: Greg Gilhooly sgtgrg@aol.com, Tor Holm TorHolm@gmail.com, Gregg Galyo ggalyo@gmail.com

Lloyd Hill


LHill@ourhillhouse.com

June 9, 2020

Andrew Bilukha
Treasurer, Pompano Beach Flying Club (a.k.a. "PBFC")
P.O. Box 10241
Pompano Beach, FL 33061
VIA U.S. MAIL and EMAIL: PBFClub.Treasurer@gmail.com
Certified Mail #70192280000129295849

cc: Greg Gilhooly, PBFC President: sgtgrg@aol.com
Tor Holm, PBFC Vice President: TorHolm@gmail.com
Gregg Galyo, PBFC Secretary: ggalyo@gmail.com

RE: **Follow Up - Graham Hill withdraws from the Pompano Beach Flying Club**

Andrew (et al.),

On May 29, 2020, I sent you and the other three PBFC Officers an email notice of withdrawal from the Pompano Beach Flying Club (hereinafter, "PBFC") on behalf of, and at the behest of my dependent son, Graham Hill. That notice was also sent via Certified Mail which the US Postal Service confirms was signed for and received by the PBFC on Saturday, June 6, 2020 @ 1:00pm (see Attachment A below). It has now been 10 days since I provided written notice to the PBFC and I have not received any acknowledgement or reply.

You previously committed to send me all PBFC bills and have been consistently doing so. However, the PBFC May 2020 bill was inexplicably sent only to Graham on June 1, 2020 at 12:40am ET. In any event, this bill is \$560.60. Therefore, in consideration of my \$1,700 deposit refund, plus \$250 reimbursement for my Flight Instructor qualification, less the May 2020 outstanding balance of \$560.60, the PBFC balance owed me is \$1,389.40.

Also, absent knowledge as to any policies on how PBFC property should be returned upon withdrawal, please find – enclosed with the Certified Mail copy of this letter – the ten (10) PBFC aircraft keys that were issued to Graham (see Attachment B). This concludes the return of all PBFC property.

Please promptly provide the PBFC amount owed to me, along with an itemized statement, so that all of the aforementioned can be properly recorded and this matter may be closed.

It is my sincere hope, and also to our mutual benefit, to promptly and properly conclude our relationship without needless complications.

Please direct any and all future correspondence only to me (not to Graham).

Respectfully,

//signature on mailed notice//

Lloyd Hill

Enclosed with Certified Mail:
1. Email, 29 May 2020.
2. Certified Mail Letter, 29 May 2020
3. 10 keys

Attachment A

Tracking Number: 7019228000129358353

Status

Your item was delivered at 1:00 pm on June 6, 2020 in POMPANO BEACH, FL 33060.

Delivered

June 6, 2020 at 1:00 pm
Delivered
POMPANO BEACH, FL 330

Get Updates

TROPICAL REEF
1950 NE 5TH ST
POMPANO BEACH, FL 33060-9998
117642-0430
(800)275-8777
05/29/2020 12:21 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (POMPANO BEACH, FL 33061) (Weight: 0 Lb 0.50 Oz) (Estimated Delivery Date) (Monday 06/01/2020)	1	\$0.55	\$0.55
Registered Mail (USPS Certified Mail® #) (7019228000129358353)			\$3.35
Return Receipt (PS Form 3825) (PS Form 3825)			\$3.05

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

POMPANO BEACH, FL 33061

OFFICIAL USE

Certified Mail Fee	\$3.55
Postage	\$0.55
Total Postage and Fees	\$6.95

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postmark: TROPICAL REEF 8666-090EE 94 JUN 11 11 AM 2020 POMPANO BEACH, FL

Sent To: **POMPANO BEACH FLYING CLUB**
Street and Apt. No., or PO Box No.: **POB 10241**
City, State, ZIP+4®: **POMPANO BEACH, FL 33061**

See Reverse for Instructions

Attachment B



Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 9

E-Mail from Mr. Biluka to Plaintiff #2, Cc to Plaintiff #1 (June 9, 2020)

From: PBFC Treasurer pbclub.treasurer@gmail.com
Subject: Re: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club
Date: June 9, 2020 at 1:46 PM
To: Graham Hill GHill@ourhillhouse.com
Cc: Greg Gilhooly sgtgrg@aol.com, Tor Holm TorHolm@gmail.com, Gregg Galyo ggalyo@gmail.com, Lloyd Hill LHill@ourhillhouse.com

Graham,

Your father has requested your membership in Pompano Senior Squadron Flying Club to be terminated. This is an unusual practice to have someone other than a member to send in the resignation. If this notice of termination was sent in error, do advise the Club of your intent to remain a member of the club within the next 10 business days.

Pursuant to the Club By-Laws and Op-Regs, the exiting member's pay out is set at \$1 per common share for the year 2020. Please remit the remainder of your June 1st balance - \$509.60. The payment is due May 15th, and payments not received by the 22nd of the month will incur a 10% penalty.

Sincerely,

On Fri, May 29, 2020 at 12:41 PM Lloyd Hill <LHill@ourhillhouse.com> wrote:

Lloyd Hill

LHill@ourhillhouse.com

May 29, 2020

Andrew Bilukha
Treasurer, Pompano Beach Flying Club (a.k.a. "PBFC")
POB 10241
Pompano Beach, FL 33061
VIA U.S. MAIL and EMAIL: PBFCclub.Treasurer@gmail.com
Certified Mail #70192280000129358353
USPS Tracking #9590940258450038285460

cc: Greg Gilhooly, PBFC President: sgtgrg@aol.com
Tor Holm, PBFC Vice President: TorHolm@gmail.com
Gregg Galyo, PBFC Secretary: ggalyo@gmail.com

RE: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club

Andrew (et al.),

Please be advised that, as of this notice and effective immediately, on behalf of, and at the behest of my dependent son, Graham Hill, I hereby withdraw his membership in the Pompano Beach Flying Club (hereinafter, "PBFC").

During a phone call in late 2018, Graham and I began our relationship with the PBFC. A deposit of \$1,700 for Graham's membership was solicited. I was verbally assured that this was a security deposit that would be refunded when Graham left the club (minus any outstanding balances). I quickly found this policy, in writing, on the PBFC web site, so I provided the \$1,700 deposit and proceeded with joining Graham to the PBFC pursuant to these conditions.

With Graham's withdrawal from PBFC membership, I am hereby requesting a refund of my \$1,700 deposit. However, since our May 2020 bill will be calculated soon, I am only requesting a refund of that portion of the \$1,700 deposit which is greater than the outstanding balance due for May 2020. Thus, rather than bill me for Graham's May 2020 flying and dues, you can simply deduct the May 2020 bill from my \$1,700 refundable deposit and send me that remaining balance.

As a separate matter, on the evening of May 12, 2020, I received an email from the PBFC President, copied to the PBFC Board of Directors and Chief Pilot, informing me that he had rescinded my PBFC flight instructor qualification. This qualification was obtained subsequent to, and in accordance with, a PBFC application and approval process, and then a PBFC flight checkout. Because this qualification use was limited to the PBFC, and the President did not provide just cause supporting his action, the PBFC needs to reimburse me for my cost of obtaining that qualification. I am therefore also requesting reimbursement of \$250.

Please provide an itemized statement so that all of the aforementioned can be properly recorded and this matter may be closed.

Respectfully,

//signature on mailed notice//

//signature on mailed notice//

Lloyd Hill
at the behest of Graham Hill

//signature on mailed notice//

Graham Hill, withdrawing PBFC member

cc: Graham Hill: GHill@ourhillhouse.com

—
Andrew Bilukha - Treasurer
Pompano Beach Flying Club

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 10

PBFC Operational Rules Attachment "A" (May 12, 2020)

Pompano Beach Flying Club OPERATIONAL RULES

ATTACHMENT "A"

1. Hourly Rate	N47LH & N30877	Piper Archer	\$ 140.00 per hour wet rate based on tachometer time.
	N8633E & N7696F	Warrior	\$ 115.00 per hour wet rate Based on tachometer time.
	N2921S	Cherokee 6-300	\$ 120.00 per hour dry rate based on tachometer time.
	N81250	Warrior	\$ 75.00 per hour dry rate Based on tachometer time

2. Fuel purchased by members will be reimbursed at the rate/gallon the club is charged by SheltAir. Submit your fuel receipt with your payment and your next bill will be credited.

3. Monthly Dues \$ 165.00

4. Maximum outstanding balance on account, \$800.00

5. Late Fees 10% if amount owed to Club is not received by the 22nd of the month

6. New Member Referral Fee. \$100 awarded to a member who refers someone who joins the Club.

7. Membership in Club is limited to 16 members per aircraft active members. An inactive member is defined as a member who has been granted an inactive status under section 7. The Club's membership may be increased based on the number of inactive members.

8. Membership Fee non-refundable is 499.00\$ plus a 1.00 \$ cost of one share in the club. An individual is considered a member when he or she has submitted a properly prepared Application which meets membership criteria and has paid the Membership Fee. When a Member withdraws from the Club, the cost of the share will be refunded.

ABOVE RATES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF DIRECTORS.


Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 11

E-Mail from Plaintiff #1 to PBFC Officers (April 9, 2020)

From: Lloyd Hill LHill@ourhillhouse.com 
Subject: Re: Operational Notes from the Board Meeting Tonight
Date: April 9, 2020 at 12:18 PM
To: Greg Gilhooly sgtgrg@aol.com, Robert Breeden bobbreeden@me.com, Gregg Galyo ggalyo@gmail.com, Tor Holm TorHolm@gmail.com, Andrew Bilukha PBFC.Treasurer@gmail.com

Attention PBFC Board of Directors

Gentlemen,

I had this discussion previously with Ara subsequent to the leadership turnover in February 2020, but it has become apparent that I need to once again notify the PBFC. This time I will do so by notification herein to the entire PBFC leadership. This correspondence is reference your meeting minutes notes below, particularly the portion highlighted in RED.

The reason I had this membership discussion with Ara that I am about to notify you of is because, upon becoming active with the PBFC, I was advised unsolicited that I could fly the aircraft under my son's membership (I believe this variant of "family membership" the current leadership is contemplating was in part because I had also taken a PBFC CFI checkout and the club was trying to be innovative in stimulating new membership, presumably with the mindset that a new CFI/family membership might encourage other new members to the PBFC). Despite this very gracious offer, I never once flew PBFC aircraft without my son (PBFC member) at the controls as a Certified Private Pilot. Apparently Carl Kennedy disclosed my "exception" to Ara after the February election, and Ara took me aside to advise me that this "exception" was heretofore rescinded (no real discussion, just rescinded). During this discussion, after Ara brought up some unrelated general membership issues not directed at myself or Graham but having to do with some sort of ownership, I felt compelled to advise Ara about the information I am about to disclose to you below.

When Graham and I became interested in joining this flying club, we were informed (by Carl Kennedy) that we needed to pay a one-time membership application fee, monthly dues, and a deposit of \$1,700. When I questioned the \$1,700, Carl explained to me that this was merely a deposit held in the event airplane rental fees were not paid, which was substantiated on the PBFC's website (see attached web page "What is the cost to become a member?"). That PBFC web page specifies, "... a \$1,700 deposit is required which is returned to you upon leaving the club." There was never any discussion or PBFC disclosure about being a "partial owner" or "stock ownership," or airplane or other ownership of any kind. (Carl was an Officer of the PBFC, he was the person we were directed to work with for club membership, we had no reason to doubt the information he was providing, and there was nothing on the membership application regarding any "ownership"; see attached "Application for Membership"). As an aside, even if I had been so inclined at the time of executing Graham's PBFC membership, the "Bylaws" link on the PBFC website was then, and remains as of this writing, inoperable.

Therefore, Graham Hill is a PBFC member under the terms and conditions as represented to us by the PBFC at the time of executing his application for PBFC membership, and not any other. I did not seek, nor did the PBFC ever disclose in any way that Graham joining the PBFC was any implied or expressed liability or obligation for ownership of any kind. We merely paid a one-time application fee and put down a security deposit to cover any potentially unpaid bills (the latter of which will be promptly returned to us in the event we leave the PBFC), and we pay monthly dues for the privilege of being able to rent PBFC aircraft.

On a personal note, Graham and I both jumped into this club feet first. We helped Alex on a number of occasions (several times on last-minute mayday calls or working late at night to finish projects), I helped out moving the hanger, and I have volunteered my time for other PBFC projects. We step up when the PBFC has asked for assistance. While we hope to continue flying and helping out, I want to make sure there is no misunderstanding about the terms and conditions under which Graham Hill's membership application was processed and executed.

R/

Lloyd Hill
954-683-1584



What is the cost
to be a...r_.html



ApplicationforM
ember...ev.pdf

On Apr 8, 2020, at 8 59 PM, Robert Breeden <NoReply@timesync.com> wrote:

THIS IS NOT A RENTAL AGENCY! YOU ARE A PARTIAL OWNER OF THESE PLANES AS A CLUB MEMBER AND IT IS YOUR RESPONSIBILITY TO TREAT THE PLANES AND FELLOW MEMBERS WITH RESPECT. PLEASE HELP US WITH THIS MATTER.

Bob Breeden
bobbreeden@me.com
954-393-7472

Attached file: OPERATIONAL NOTES FROM THE BOARD MEETING TONIGHT.docx

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 12

E-Mail from Carl Kennedy to various (May 5, 2020)

From: Carl Kennedy cktax@ao.com
Subject: PBFC - Spec a Meeting May 04, 2020 - IMMEDIATE ACTION REQUIRED
Date: May 5, 2020 at 6:09 PM
To: sgtgrg@ao.com

Cc: [redacted]@yahoo.com, [redacted]@be south.net, [redacted]@ao.com, [redacted]@be south.net, [redacted]@gma .com, [redacted]@ao.com, [redacted]@gma .com, [redacted]@me.com, [redacted]@yahoo.com, [redacted]@hotma .com, [redacted]@scppartners.com, [redacted]@c flordassoc ates nc.com, [redacted]@gma .com, [redacted]@gma .com, [redacted]@comcast.net, [redacted]@gma .com, [redacted]@a a rcraiftra n ng.com, [redacted]@gma .com, [redacted]@ao.com, [redacted]@yahoo.com, [redacted]@ao.com, [redacted]@gma .com, [redacted]@ao.com, [redacted]@gma .com, [redacted]@ourh house.com, [redacted]@ourh house.com, [redacted]@gma .com, [redacted]@gma .com, [redacted]@yahoo.com, Car Kennedy cktax@ao.com, [redacted]@yahoo.com, [redacted]@c oud.com, [redacted]@patr otmar ne c.com, [redacted]@nee.com, [redacted]@be south.net, [redacted]@be south.net, [redacted]@be south.net, [redacted]@skyd veseb.com, [redacted]@myerscommerca .com, [redacted]@gma .com, [redacted]@gma .com, [redacted]@ops-corp.com, [redacted]@gma .com, [redacted]@rea tybythebeach.com, [redacted]@doub epconstruct on.com, [redacted]@gma .com, [redacted]@out ook.com, [redacted]@gma .com, [redacted]@yahoo.com, [redacted]@ao.com, [redacted]@gma .com, [redacted]@be south.net, [redacted]@netscape.net, [redacted]@mac.com, [redacted]@sebber.com, [redacted]@acs-av at on.com, [redacted]@if ghtve oc ty.com, [redacted]@msn.com, [redacted]@sav group.com, [redacted]@yahoo.com, [redacted]@gerardw_ams aw.com, [redacted]@gma .com, [redacted]@gma .com, [redacted]@ao.com, [redacted]@juno.com, [redacted]@be south.net

To the Board of Directors and Officers of PBFC:

I was absolutely shocked when I heard Robert Breeden's attempt to make a Motion at the Special Meeting last night to "disavow" and deem "forfeited" the \$1700 buy-in funds of members who have left the Club. Breeden's Motion was problematic for several reasons:

1. There was one single purpose of the Special Meeting as stated in the Notice provided. Breeden's Motion was completely outside of the stated purpose of the meeting and therefore entirely inappropriate as against corporate law. The membership must have been put on notice of such a dire action to be acted on by the Board at the Special Meeting last night as suggested by Breeden. Transparency? Do you think the current members would have liked to know that the forfeiture of their buy-in funds was going to be raised last night?
2. PBFC has absolutely no right to disavow or breach the contractual obligation it has to return the buy-in funds of every member who requests them until the Bylaws and/or Operational Rules are properly amended to put members and potential members on notice that their \$1700 buy-in funds will never be returned. At this point, every member who has left the Club and requested the return of their \$1700 is contractually entitled to receive those funds (less any debt owed to PBFC) and failure of PBFC to return such funds exposes the Club to significant potential legal liability for conversion, theft, and/or other legal claims. You cannot simply fail to return the contractually owed monies to (former) members without significant legal exposure. You can certainly (if properly done) make the \$1700 buy-in funds non-refundable *in the future*, but you cannot breach the contract that was made with the now former members who were unaware of such forfeiture of these funds. You will need to find another way to cover PBFC liabilities.

You are hereby put on notice of your malfeasance and warned to govern yourselves accordingly.

Respectfully,

Carl Kennedy

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 13

**E-Mail from Carl Kennedy to various (forward of Ms. Hausmann's E-Mail)
(May 8, 2020)**

From: Carl Kennedy cktax@ao.com
Subject: Fwd: PBFC - M nutes of 5/4/20 Spec a Meetng
Date: May 8, 2020 at 10:46 AM
To: sgtgrg@ao.com

Cc: [redacted]@gma.com, [redacted]@runbox.com, [redacted]@g.cofc.edu, [redacted]@gma.com, [redacted]@gma.com, [redacted]@me.com, [redacted]@ao.com, [redacted]@mac.com, [redacted]@gma.com, [redacted]@be.south.net, [redacted]@hotma.com, [redacted]@autobasecorp.com, [redacted]@ewaycorp.com, [redacted]@me.com, [redacted]@gma.com, [redacted]@drakealexander.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@hotma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@yahoo.com, [redacted]@be.south.net, [redacted]@ao.com, [redacted]@be.south.net, [redacted]@gma.com, [redacted]@ao.com, [redacted]@gma.com, [redacted]@me.com, [redacted]@yahoo.com, [redacted]@hotma.com, [redacted]@scppartners.com, [redacted]@c.ffordassociatesnc.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@comcast.net, [redacted]@gma.com, [redacted]@a.a.crafttraining.com, [redacted]@gma.com, [redacted]@ao.com, [redacted]@yahoo.com, [redacted]@ao.com, [redacted]@gma.com, [redacted]@ao.com, [redacted]@gma.com, [redacted]@ourhouse.com, [redacted]@ourhouse.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@yahoo.com, Car Kennedy cktax@ao.com, [redacted]@yahoo.com, [redacted]@coud.com, [redacted]@patrotmarne.com, [redacted]@nee.com, [redacted]@ao.com, [redacted]@be.south.net, [redacted]@be.south.net, [redacted]@be.south.net, [redacted]@skydveseb.com, [redacted]@myerscommerce.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@ops-corp.com, [redacted]@gma.com, [redacted]@rea.ty.the.beach.com, [redacted]@doubleconstructon.com, [redacted]@gma.com, [redacted]@outook.com, [redacted]@gma.com, [redacted]@yahoo.com, [redacted]@ao.com, [redacted]@gma.com, [redacted]@be.south.net, [redacted]@netscape.net, [redacted]@mac.com, [redacted]@sebber.com, [redacted]@gma.com, [redacted]@flghtveoc ty.com, [redacted]@msn.com, [redacted]@savgroup.com, [redacted]@yahoo.com, [redacted]@gerardwamsaw.com, [redacted]@gma.com, [redacted]@gma.com, [redacted]@ao.com, [redacted]@juno.com

To All,

Please see below the e-mail my attorney sent to the PBFC attorney regarding the special meeting on 05-04-2020 in connection with Bob Breeden's motion to disavow monies owed to former and current members.

Respectfully,

Carl

-----Original Message-----

To: edward@holodakpa.com <edward@holodakpa.com>
Cc: cktax@aol.com <cktax@aol.com>
Sent: Fri, May 8, 2020 9:32 am
Subject: PBFC - Minutes of 5/4/20 Special Meeting

Mr. Holodak:

I have been provided a copy of the Minutes of the Special Meeting held by the PBFC Board of Directors on May 4, 2020. Unfortunately, the Minutes are inaccurate and must immediately be corrected to include the conspicuous omission of the Motion made by Robert Breeden to disavow and default on the monies owed to former members of PBFC. You see, Mr. Holodak, I was "present" for that Zoom meeting. I am a witness and will testify to Robert Breeden's Motion for attempted theft of former members monies. I personally saw his face and heard him speak the words. The omission from the Minutes is hardly inadvertent. It is reprehensible, outrageous and reveals the new Board of PBFC and its Officers to be both thieves

and liars. Since I will be a witness to the events at the Special Meeting on May 4, 2020, I have already provided the contact information of a collection attorney to Carl Kennedy for dissemination to current members or former members as may be necessary or appropriate (current members are also entitled to the return of their \$1700 should they decide to withdraw from PBFC at this point as that is the contract into which they entered when they joined PBFC). My colleague will easily and without hesitation subpoena the "Zoom" records pertaining to the meeting held on May 4, 2020 to be used in any action, and of course, I can also provide him with a list of all participants at the Special Meeting.

The purpose of this email is solely to demand that your client correct the Minutes of the Special Meeting held on May 4, 2020 to accurately contain and reflect the Motion made by Robert Breeden during said meeting, as well as the immediately following response to same by the PBFC President in connection with a "non-refundable deposit", neither of which issues were noticed for this Special Meeting. Your client's underhanded, sneaky and far from transparent conduct will not be ignored or tolerated, nor will it be kept hidden or secret.

Please do not reply to this email as it will be not be read. This email is being sent solely to put you and PBFC on notice; it is not to open a dialogue between us.

Thank you,
Wendy A. Hausmann

NOTICE: This e-mail message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you have received this e-mail in error, please notify us immediately by return e-mail or by telephone at 561.477.5353 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by THE LAW OFFICES OF WENDY A. HAUSMANN, 20283 STATE ROAD 7, SUITE 400, BOCA RATON, FL 33498, E-MAIL: hausmannw@aol.com.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 14

E-Mail Reply from Plaintiff #1 to Mr. Biluka (June 10, 2020)

From: Lloyd Hill LHill@ourhillhouse.com
Subject: Re: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club
Date: June 10, 2020 at 1:46 PM
To: Andrew Bilukha pbclub.treasurer@gmail.com
Cc: Graham Hill GHill@ourhillhouse.com, Greg Gilhooly sgtgrg@aol.com, Tor Holm TorHolm@gmail.com, Gregg Galyo ggalyo@gmail.com

Andrew,

In order to avoid potential misunderstanding, this email is in reply to your email of yesterday, June 9, 2020 at 1:46pm (which was in reply to my email of May 29, 2020 at 12:41pm). Yesterday, on June 9th, I departed my home to run errands, including mailing the follow-up letter I sent to you yesterday by Certified Mail after not having heard from the PBFC for ten full calendar days. After sending that follow-up letter by Certified Mail yesterday, I came home and sent an email version of the same follow-up letter at 4:38pm. Only while my computer was sending my email at 4:38pm did I receive the email you had sent approximately three hours earlier, but had not yet been downloaded to my computer. Thus, in case there is any confusion, please understand that my 4:38pm email yesterday was not a reply to your 1:46pm email on the same day, the existence of which I was unaware when I sent my follow-up letter and email.

With the above clarification in context, please accept this email as responsive to your 1:46pm email of yesterday.

First, I object to your characterization about the withdrawal notice I sent on behalf of my dependent son, Graham, as being "*an unusual practice*" and could have been "*sent in error.*" Although you may only know this to be true since you took office, it is a fact that 100% of all correspondence and payments regarding my son's participation in PBFC have always come from me. Thus, it actually would have been unprecedented for Graham to write to the PBFC about this or any other matter.

Second, it is disconcerting that the PBFC is nonresponsive to the substantive detail provided in my letter and fails to recognize the history of our relationship (my volunteerism and interactions within the PBFC, Graham's recent difficulties securing reserved aircraft, among other PBFC difficulties) or acknowledge the implicit reasons for withdrawal, the largest one being that Graham believed he was not receiving the products and services I had been paying for, issues that I also previously addressed to the PBFC at his behest. Interestingly, the legitimacy of those communications were never challenged.

Third, you received written notice in an email sent 12 days ago that I sent on behalf of Graham, and you received the same notice of withdrawal sent by Certified Mail and signed by Graham. That is all you should need to fulfill your fiduciary and contractual obligations without further delay or expense to the PBFC. Again, as I said in my email and letter of yesterday, any and all future PBFC communications must be directed to me, and only me, as Graham's chosen representative whose authority and responsibility to act on my son's behalf has never before been questioned by the PBFC.

Fourth, the following are the only relevant facts and I believe there can be no legitimate basis in disputing them or delaying further in providing my refund I am now being forced to demand:

1. When I inquired about Graham joining the PBFC in November 2018, the PBFC Treasurer told me on the phone that a \$1,700 deposit was a condition of Graham's membership. He assured me this deposit was refundable upon leaving the PBFC.

2. During that phone conversation with the PBFC Treasurer in November 2018, I found the relevant content on the PBFC website, including:

- "A \$1700 deposit is required which is returned to you upon leaving the club," and
- "There is an entry fee of \$1,700, this is refundable if you decide to leave the club."

3. I later found a similar passage in the PBFC Operational Rules on the PBFC website:

- "When a Member withdraws from the Club, the Membership Fee of \$1,700 will be refunded less any outstanding balances."

4. Between the PBFC Treasurer's verbal representation regarding the \$1,700 deposit and the three completely consistent PBFC policy statements I found on the PBFC website at the time, I was satisfied that this \$1,700 deposit would be refunded whenever Graham would withdraw from the PBFC, and entered into the contract on that basis.

Finally, I must regretfully reject your claims that (1) the PBFC is owed \$509.60; (2) my \$1,700 deposit is now worth \$1.00; and (3) any late payment penalty could be applicable to payments for the last invoice when you already have my money under the terms of our contract. Whatever recent changes the PBFC purported to make regarding the PBFC organization, no changes can lawfully convert a \$1,700 refundable deposit into a \$1.00 "share," or otherwise alter the terms of the November 2018 contract into which we both entered with mutual understanding at the time. Therefore, without question, I am due refund of my \$1,700 deposit, less the May 2020 outstanding balance.

Therefore, this email reply is my final demand that you refund my \$1,700 deposit and other adjustments described in my May 29, 2020 letter. You should understand that, absent compliance under the terms of the contract, I will pursue all means to collect what is owed me, plus costs incurred during that pursuit. **Your remittance of the previously substantiated \$1,389.40 must be sent to me so that it is received no later than Monday, June 29, 2020 (30 days after your receipt of the notice of withdrawal).** Under the circumstances, I am requesting refund this \$1,389.40 in the form of a Certified Check sent by Certified Mail so there can be no question as to both delivery and negotiability of the financial instrument.

It is worthy of repeating from my letter of yesterday that it is my sincere hope, and to our mutual benefit, to promptly and properly conclude our business relationship without needless complications.

Respectfully,

Lloyd Hill

On Jun 9, 2020, at 1 46 PM, PBFC Treasurer <pbfcclub.treasurer@gmail.com> wrote:

Graham,

Your father has requested your membership in Pompano Senior Squadron Flying Club to be terminated. This is an unusual practice to have someone other than a member to send in the resignation. If this notice of termination was sent in error, do advise the Club of your intent to remain a member of the club within the next 10 business days.

Pursuant to the Club By-Laws and Op-Regs, the exiting member's pay out is set at \$1 per common share for the year 2020. Please remit the remainder of your June 1st balance - \$509.60. The payment is due May 15th, and payments not received by the 22nd of the month will incur a 10% penalty.

Sincerely,

On Fri, May 29, 2020 at 12:41 PM Lloyd Hill <LHill@ourhillhouse.com> wrote:

Lloyd Hill


LHill@ourhillhouse.com

May 29, 2020

Andrew Bilukha
Treasurer, Pompano Beach Flying Club (a.k.a. "PBFC")
POB 10241
Pompano Beach, FL 33061
VIA U.S. MAIL and EMAIL. PBFCclub.Treasurer@gmail.com
Certified Mail #70192280000129358353
USPS Tracking #9590940258450038285460

cc: Greg Gilhooly, PBFC President: sgtgrg@aol.com
Tor Holm, PBFC Vice President: TorHolm@gmail.com
Gregg Galyo, PBFC Secretary: ggalyo@gmail.com

RE: Graham Hill hereby withdraws membership from the Pompano Beach Flying Club

Andrew (et al.),

Please be advised that, as of this notice and effective immediately, on behalf of, and at the behest of my dependent son, Graham Hill, I hereby withdraw his membership in the Pompano Beach Flying Club (hereinafter, "PBFC")

During a phone call in late 2018, Graham and I began our relationship with the PBFC. A deposit of \$1,700 for Graham's membership was solicited. I was verbally assured that this was a security deposit that would be refunded when Graham left the club (minus any outstanding balances). I quickly found this policy, in writing, on the PBFC web site, so I provided the \$1,700 deposit and proceeded with joining Graham to the PBFC pursuant to these conditions.

With Graham's withdrawal from PBFC membership, I am hereby requesting a refund of my \$1,700 deposit. However, since our May 2020 bill will be calculated soon, I am only requesting a refund of that portion of the \$1,700 deposit which is greater than the outstanding balance due for May 2020. Thus, rather than bill me for Graham's May 2020 flying and dues, you can simply deduct the May 2020 bill from my \$1,700 refundable deposit and send me that remaining balance.

As a separate matter, on the evening of May 12, 2020, I received an email from the PBFC President, copied to the

PBFC Board of Directors and Chief Pilot, informing me that he had rescinded my PBFC flight instructor qualification. This qualification was obtained subsequent to, and in accordance with, a PBFC application and approval process, and then a PBFC flight checkout. Because this qualification use was limited to the PBFC, and the President did not provide just cause supporting his action, the PBFC needs to reimburse me for my cost of obtaining that qualification. I am therefore also requesting reimbursement of \$250

Please provide an itemized statement so that all of the aforementioned can be properly recorded and this matter may be closed.

Respectfully,

//signature on mailed notice//

Lloyd Hill
at the behest of Graham Hill

//signature on mailed notice//

Graham Hill, withdrawing PBFC member

cc: Graham Hill: GHill@ourhillhouse.com

--
Andrew Bilukha - Treasurer
Pompano Beach Flying Club

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 15

Termination of PBFC-Approved Flight Instructor (May 12, 2020)

From: Gregory Gilhooly sgtgrg@aol.com

Subject: CFI Privilege Rescinded

Date: May 12, 2020 at 6:03 PM

To: LHill@ourhillhouse.com, bobbreeden@me.com, torholm@gmail.com, pbclub.treasure@gmail.com, gworley.crna@gmail.com, zworthy2@juno.com

May 12,, 2020

Lloyd Hill

This is notification that your appointment as a certified flight instructor for the Pompano Beach Flying Club has been rescinded. Please immediately return all keys and any other Club property you may have and cease to operate any Club airplanes. Thank you for the work you contributed on the Bylaws drafting.

Ron Ziller – as Chief Pilot, I am notifying you that Lloyd Hill's designation as a Club approved CFI has been rescinded. Please immediately retire him from Schedule Master. Thank you for your attention to this matter.

**Greg Gilhooly
President
Pompano Beach Flying Club.**