

IN THE SMALL CLAIMS COURT
NORTH REGIONAL COURTHOUSE, BROWARD COUNTY, FLORIDA

LLOYD DAVID HILL, and
GRAHAM DAVID HILL

Co-Plaintiffs,

vs.

Case No.: CONO 20 010538 (71)

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

Defendant.

NEW INFORMATION RELATED TO DEFENDANT'S MOTION TO DISMISS

Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL, proceeding in Small Claims Court
pro se, respectfully submit this declaration and supporting exhibits, and say:

OVERVIEW

1. Plaintiffs submit this declaration and supporting exhibits to provide information that Plaintiffs either did not possess, or were previously unaware of, when making their Reply of August 3, 2020, to Defendant's Motion to Dismiss ("Def. Mot.").

2. Plaintiffs' declaration and supporting exhibits herein do not seek to revise Plaintiff's Reply of August 3, 2020 or the key allegations in Plaintiffs' Complaint, but rather only intend to disclose newfound evidence that further rebuts Defendant's Motion to Dismiss.

I. DEFENDANT'S CLAIMS ARE CONTRADICTED IN THEIR ARTICLES OF INCORPORATION

3. Defendant claims they are just a "social club" (See Def. Mot., ¶1) and that Defendant's Club is a Florida corporation controlled by its By-Laws (See Def. Mot., ¶12).

4. While Plaintiffs believe their Reply to Defendant's Motion on August 3, 2020 speaks for itself, Plaintiffs have continued to inform themselves as to the nature and regulation of Defendant's Club, and some inquiries have taken time awaiting response.

5. To that end, on July 31, 2020, Plaintiff Lloyd Hill wrote to the Florida Secretary of State asking for copies of filings by Defendant going further back than 1995 (the oldest publicly-available record on Florida Secretary of State had on its "Sunbiz" web site), and specifically requesting Defendant Club's original, and any amended, Articles of Incorporation.

6. On August 4, 2020, Mr. Sean Toner – Chief, Bureau of Commercial Information Services, Division of Corporation – sent Plaintiff Lloyd Hill an email in which he reported the Florida Secretary of State now had available on its "Sunbiz" web site all records of Defendant's Club prior to 1995, and included a hyperlink to reach the page offering such records.

7. On August 4, 2020, Plaintiff Lloyd Hill used the hyperlink provided in Mr. Toner's email, which directed to a web page that listed Defendant Club's filings with the Florida Secretary of State. Plaintiff Lloyd Hill used the link at the bottom of the page, titled "*06/22/1970 -- Filings Prior to 1995*," to download a 39-page PDF document containing Defendant's filings back to June 22, 1970.

8. The 39-page PDF document of Defendant's filings contained Defendant's initial Articles of Incorporation ("Articles") as signed by Defendant on June 17, 1970 and recorded by the Florida Secretary of State on June 22, 1970.

9. Defendant's Articles of Incorporation, preceded by Mr. Toner's email and the "Sunbiz" web page for Defendant, are included as Exhibit 16 to this supplemental filing.¹

10. Plaintiffs aver that the only version of Defendant's Articles on file with the Florida Secretary of State – since inception – are those recorded by the Secretary of State on June 22, 1970, and that there have been no amendments filed in the fifty years since.

11. Although Defendant admits they are a "Florida corporation" and claim their By-Laws control their operation (See Def. Mot., ¶12), Plaintiffs believe that Defendant's Articles are a higher authority.

12. Examination of Defendant's Articles reveal numerous facts that contradict those alleged by Defendant in their Motion to Dismiss and elsewhere, including but not limited to:

a. Because Defendant does not substantiate its claim it is just a social club (See Def. Mot., ¶11), Plaintiffs must assume it is based exclusively on how it reports itself to the IRS as a 501(c)(7) organization. However, this characterization seems contradicted by the provisions of Article II of Defendant's Articles which describe, in nine enumerated paragraphs, the "general character of the business," none of which indicate that Defendant's Club is "organized for pleasure, recreation, and other non-profitable purposes." The first of the paragraphs in Article II state that the purpose of the corporation is:

"To conduct Civil Air Patrol missions and to own, lease, rent, maintain and operate aircraft for the education, instruction, transportation and general use of the members of the company, as well as their families and such other individuals as may be designated by the Board of Directors in accordance with By-laws duly adopted." (See Article II.A.)

¹ To avoid confusion, Plaintiffs have numbered the exhibits in this supplemental filing in sequence to follow the last exhibit attached to Plaintiffs' Complaint.

The word “social” or term “social club” do not appear anywhere in Defendant’s Articles, and there is no inference in the Articles that Defendant’s Club was organized for “pleasure, recreation, and other non-profitable purposes.” Another conflicting fact is that, since at least 2005, Defendant’s Club has filed annual reports with the Florida Secretary of State reporting itself as a “For Profit Corporation.”

Plaintiffs point out these discrepancies between Defendant’s “social club” characterization and documents/reports they filed with government agencies because they reflect conspicuous differences depending on who Defendant is writing to.

b. Defendant’s Motion seems to intentionally omit any characterization of members as “shareholders” or “stockholders,” but Article III reflects the true nature of Defendant as a stock corporation:

“The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is fifty (50) shares of common stock without nominal or par value. The consideration to be paid for each share shall be fixed by the Board of Directors, and authorized capital stock may be paid for in cash, services, or property, at a just value to be fixed by the Board of Directors of the corporation at any regular or special meeting.” (See Article III.)

There are several provisions in Article III relevant to the instant case:

i. Defendant makes implicit claims that the Board of Directors has the discretion to amend its By-Laws or Operational Rules (See Def. Mot., ¶9, ¶13, and ¶14), but omits the material fact that its Articles exercise higher control over its governance and operation. In fact, Article III prohibits the Defendant from issuing more than fifty shares of common stock or assigning a “nominal or par value” to its shares. However, Defendant recently defied its Articles of Incorporation and violated both of these prohibitions.

ii. Article III makes clear that each share of stock is “without nominal or par value.” Although this is consistent with Defendant’s By-Laws, Article V,² Defendant duplicitously claims authority to change anything, including assigning value to a share of stock. For example, Defendant adopted Operational Rules on May 13, 2020, that assign a value to a share of stock, an act that is in conflict with both its Articles of Incorporation and By-Laws.

iii. While Article III does obligate the Board of Directors to establish the “*consideration to be paid for each share*,” Plaintiffs believe this *consideration* exclusively means a specific cash amount – tendered to the Club at the time of membership application – described as the “refundable deposit,” “membership fee,” “deposit,” and “entry fee.” Plaintiffs believe the difficulty establishing the relationships between these terms and their interoperation is due to incomplete and haphazard changes to Defendant Club’s governing documents and operations over its fifty years, and that judicial interpretation may now be necessary. Plaintiffs’ interpretation is that, where the By-Laws state that the Club must return the “book value payment” to a withdrawing member,³ this is an orphan reference to the actual ledger or “books” of the Club that reflect the specific amount of *consideration* tendered by each applicant when they joined and were thus “deemed to own one share of stock.”⁴

² “Each member in the Club shall be deemed to own one share of Stock. No Stock Certificates will be issued. When a Club member resigns and his membership fee is returned, the share of Stock will be deemed to have been returned to the Corporation.” (See By-Laws, Article V, Section 1).

³ “If the [withdrawing] member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.” (See By-Laws, Article VI, Section 6).

⁴ “Each member in the Club shall be deemed to own one share of Stock. No Stock Certificates will be issued. When a Club member resigns and his membership fee is returned, the share of Stock will be deemed to have been returned to the Corporation.” (See By-Laws, Article V, Section 1).

iv. Plaintiffs reasonably believe that Article III of the Articles intend that, if Defendant's Board of Directors changes the *consideration* amount after others have already joined Defendant's Club, the new *consideration* can only apply to future applicants. Plaintiffs further reasonably believe that any change to future *consideration* cannot retroactively change the amount of the "book value payment" previously recorded as having been paid by members in the Club prior to such change. In any case, the share issued to each member must be "without nominal or par value," so the amount due a shareholder when they withdraw must mean the *consideration* they tendered when joining Defendant's Club (the cash "book value payment"). Any claim otherwise by Defendant must fail as a matter of logic.

v. Further, Article III restricts the number of shareholders (members) to fifty (50). The Operational Rules, Attachment A, in place when Plaintiffs joined accurately recite that limit: "*Membership in Club is limited to 50 active members.*"⁵ However, Defendant's Operational Rules now provide – without any 50-member limit – that, "*Membership in Club is limited to 16 members per aircraft active members*"⁶ and the Club is reporting on their web site they currently have 63 members and a fleet of six (6) aircraft, thus purporting to allow as many

⁵ See Plaintiffs Complaint, Exhibit 3.

⁶ See Plaintiffs Complaint, Exhibit 10. This ratio effectively means that Defendant's Club can only operate three (3) aircraft, since a fourth aircraft would allow them to have sixty-four (64) members.

as 96 members.⁷ This represents another recent change to the Operational Rules that obviously violates Defendant's Articles of Incorporation.

II. DEFENDANT HAS PREVIOUSLY REVEALED RETURN OF \$1,700 TO MEMBER IN 2020

13. Although Defendant has argued that, by submitting their applications, Plaintiffs agreed that the Board of Directors had the "discretion to change rates and fees" at any time,⁸ this is a mischaracterization that ignores the provisions of Defendant's By-Laws and is inconsistent with refunds of members' \$1,700 initial fee that Defendant issued earlier this year.

14. While further researching some of Defendant's allegations in their Motion, Plaintiffs discovered a check that had been issued from Defendant Club's bank account in February 2020 which had been identified as refunding a withdrawing member's \$1,700 "buy-in funds."

15. Mr. Andrew Bilukha, Treasurer for Defendant's Club, was continuously present at a meeting of the general membership of Defendant's Club at the American Flyers building at the Pompano Beach Airport on March 11, 2020.

16. Mr. Bilukha informed members he had made copies of a bank statement and other club financial summary data for members to take home with them if they wanted.

⁷ Defendant's web site currently advertises "6 airplanes at your disposal" (<http://pompanobeachflyingclub.com/>, retrieved on August 20, 2020), so the current Operational Rules would entitle them to have ninety-six (96) members, a number that Defendant's Articles of Incorporation clearly prohibit. Although Plaintiffs acknowledge these provisions of Defendant's Articles and Operational Rules may not directly relate to Plaintiffs' Complaint, Plaintiffs believe the current provisions to allow 16 members per aircraft and assigning a share value are just two examples where the Operational Rules were not "properly modified" by the Board of Directors as Defendant claims they have the absolute right (*See* Def. Mot., ¶9, ¶13, and ¶14). When Plaintiffs completed their applications on November 30, 2018, they signed directly below a statement agreeing to "abide by the By-Laws and Operational Rules of the club as published and as **properly** modified in the future." [emphasis added] (*See* Plaintiffs Complaint, Exhibits 1 and 2).

⁸ *See* Def. Mot., ¶9 and ¶13.

17. The check described in paragraph 14 above was included at the bottom of page 10 of a 10-page bank statement for February 2020 distributed by Mr. Bilukha (See Exhibit 17).

18. Mr. Bilukha stated his intent in distributing the documents was to provide transparency and said the bank statement contents were unremarkable and non-concerning.

19. The current President of Defendant's Club, Mr. Gregory Gilhooly, was also continuously present, then being the Secretary for Defendant's Club.

20. Plaintiff Lloyd Hill took copies home but did not see anything of note other than to observe the last two pages of the bank statement contained copies of checks with very fine print, some of which was not legible to the naked eye.

21. After considering the content and context of the claims in Defendant's Motion, Plaintiff Lloyd Hill took another look at the bank statement and then digitally scanned it.

22. By scanning and "blowing up" the documents, Plaintiff Lloyd Hill saw the last check, #5995, was for \$1,700 including a "Memo": "Return of buy-in funds" (See Exhibit 17).

23. Between the "Memo" and the amount of the check, Plaintiff Lloyd Hill immediately realized that "buy-in funds" was just one more example of the Defendant's inconsistent use of different terms meaning the same thing: "the \$1,700 being requested upon application was fully refundable upon withdrawal from PBFC membership." (See Plaintiffs' Complaint, ¶16 and fn. 4, and Def. Mot., ¶13).

III. ANOTHER MEMBER RECOVERS HIS \$1,700 FROM DEFENDANT IN 2020

24. After realizing that, in 2020, Defendant's Club had – in fact – refunded at least one member's \$1,700 application fee after they withdrew, Plaintiff Lloyd Hill began reviewing

his email records of email traffic between Club members because he recalled seeing another member withdraw by writing a request to be removed from the Club's member list.

25. Plaintiff Lloyd Hill found an email of February 11, 2020 from Robert Lockyer that was addressed to over 60 people, including the then-current members of Defendant's Board of Directors, and also all current members of Defendant's Board of Directors. See Exhibit 18.

26. In this email, Mr. Lockyer expressed apparent frustration with what he felt was counterproductive political dialogue (a Board election was scheduled to be held the next day, on February 12, 2020) and asked to be removed from the Club's member list.

27. Plaintiff Lloyd Hill recently contacted Mr. Lockyer to ask him what his status in the Club was and, in particular, if his \$1,700 had been refunded.

28. Mr. Lockyer replied that he was no longer a member and that his credit card company canceled and recovered the \$1,700 refundable deposit for him, and that he has not heard from the Club since his withdrawal and recovery of his \$1,700.

CONCLUSION

29. In making this submission, Plaintiffs have intended to add new evidence supporting claims already made in Plaintiffs' Reply to Defendant's Motion to Dismiss, and to avoid adding extraneous argument or rhetoric, including only commentary that helps clarify the context of the information as it supports Plaintiffs' Reply to Defendant's Motion to Dismiss.

30. While Plaintiffs may want to rely upon this and other evidence at trial, Plaintiffs felt obligated to disclose this new information and its context as soon as Plaintiffs became aware of it, and describe its relevance to Defendant's Motion to Dismiss and Plaintiffs' Reply.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been submitted electronically to Defendant via the Small Claims Court E-Filing System on the 10th day of August 2020.

/s/ Lloyd D. Hill
LLOYD D. HILL
Plaintiff and Plaintiffs *Pro se* Representative
2728 NE 12th Street
Pompano Beach, FL 33062-3811
LHill@ourhillhouse.com

Exhibits Incorporated into this Supplement:

16. Articles of Incorporation for Pompano Senior Squadron Flying Club, Inc., June 22, 1970
(*preceded by source information from Florida Secretary of State's Office*)
17. "Return of buy-in funds" check #5995: \$1,700
18. Robert Lockyer Email, February 11, 2020, Withdrawing from Club

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 16

**Articles of Incorporation for
Pompano Senior Squadron Flying Club, Inc.,
June 22, 1970**

(preceded by source information from Florida Secretary of State's Office)

From: "Toner, Sean" <Sean.Toner@DOS.MyFlorida.com>
Subject: **POMPANO SENIOR SQUADRON FLYING CLUB, INC.**
Date: August 4, 2020 at 12:12:19 PM EDT
To: "LHILL@OURHILLHOUSE.COM" <LHILL@OURHILLHOUSE.COM>

Mr. Hill,

We are in receipt of you July 31, 2020 fax request for documents relating to POMPANO SENIOR SQUADRON FLYING CLUB, INC.

All filings, and images, for POMPANO SENIOR SQUADRON FLYING CLUB, INC., document number 365975, are now available on our website, SUNBIZ.ORG, and can be downloaded and printed.

<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquiryType=DocumentNumber&aggregateId=domp-365975-0295db07-829c-47d4-bfd2-8d12e660e6b4&directionType=Initial&searchNameOrder=POMPANOSENIORSQUADRONFLYINGCLU%203659750&searchTerm=365975>

Sincerely,

Sean Toner
Chief, Bureau of Commercial Information Services
Division of Corporations
850-245-6989
Email: Sean.Toner@DOS.MYFLORIDA.COM
Mailing Address: P.O. Box 6327, Tallahassee, FL 32314
Physical/Courier Address: Centre of Tallahassee, 2415 N. Monroe St., Suite 810, Tallahassee, FL 32303



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Document Number](#) /

365975

[Events](#) **No Name History**

Detail by Document Number

Florida Profit Corporation
POMPANO SENIOR SQUADRON FLYING CLUB, INC.

Filing Information

Document Number	365975
FEI/EIN Number	59-1416663
Date Filed	06/22/1970
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/08/2020
Event Effective Date	NONE

Principal Address

1421 S Ocean Blvd
SUITE 102
Pompano Beach, FL 33062

Changed: 02/24/2020

Mailing Address

1421 S Ocean Blvd
SUITE 102
Pompano Beach, FL 33062

Changed: 02/24/2020

Registered Agent Name & Address

Gilhooly, Gregory
1421 S Ocean Blvd
SUITE 102
Pompano Beach, FL 33062

Name Changed: 02/24/2020

Address Changed: 02/24/2020

Officer/Director Detail

Name & Address

Title V, D

Holm, Tor
2351 SW 26th Ave
Fort Lauderdale, FL 33312

Title P, D

GILHOOLY, GREGORY
1421 S OCEAN BLVD
SUITE 102
POMPANO BEACH, FL 33062

Title T, D

Bilukha, Andrew
12629 NW 13th Court
Sunrise, FL 33323

Title S,D

GALYO, GREGORY
4496 SW 37TH AVENUE
FT. LAUDERDALE, FL 33312

Title D

WORLEY, GREGORY
990 NE 27TH AVE
POMPANO BEACH, FL 33062

Annual Reports

Report Year	Filed Date
2018	02/28/2018
2019	04/26/2019
2020	02/24/2020

Document Images

<u>06/08/2020 -- Amendment</u>	View image in PDF format
<u>02/24/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/28/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/08/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/08/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/22/2014 -- Amendment</u>	View image in PDF format
<u>02/15/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/26/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/15/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/15/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/17/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/03/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/22/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/21/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/29/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/1995 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/22/1970 -- Filings Prior to 1995</u>	View image in PDF format

365975

Events **No Name History**

Florida Department of State, Division of Corporations

ARTICLES OF INCORPORATION

OF

POMPANO SENIOR SQUADRON FLYING CLUB, INC.

ARTICLE I

The name of the corporation is POMPANO SENIOR SQUADRON
FLYING CLUB, INC. ✓

ARTICLE II

The general character of the business to be transacted
by this corporation is:

A. To conduct Civil Air Patrol missions and to own, lease,
rent, maintain and operate aircraft for the education, instruc-
tion, transportation and general use of the members of the
company, as well as their families and such other individuals
as may be designated by the Board of Directors in accordance
with By-laws duly adopted.

B. To acquire by purchase, lease, or otherwise, lands
and interests in lands, and to own, hold, improve, develop,
and manage any real estate so acquired, and to erect, or cause
to be erected, on any lands owned, held, or accepted by the
corporation, buildings or other structures, public or private,
with their appurtenances, and to manage, operate, lease, rent,
rebuild, enlarge, alter, or improve any buildings or other
structures, now or hereafter erected on any lands so owned, held,
or occupied, and to encumber or dispose of any lands, or
interests in lands, and any buildings or other structures, at
any time owned or held by the corporation; to buy, sell, mort-
gage, exchange, lease, hold for investment or otherwise, use and

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operate, real estate of all kinds, improved or unimproved, and any right or interest therein.

C. To acquire, by purchase, lease, manufacture, or otherwise, any personal property deemed necessary or useful in the equipment, furnishing, improvement, development or management of any property, real or personal, at any time owned, held, or occupied by the corporation, and to invest, trade and deal in any personal property deemed beneficial to the corporation, and to lease, rent, encumber or dispose of any personal property at any time owned or held by the corporation.

D. To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes and other evidences of indebtedness, and execute such mortgages, transfers of corporate property, or other instruments to secure the payment of corporate indebtedness as required.

E. To purchase the corporate assets of any other corporation and engage in the same or other character of business.

F. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of the capital stock of, or any bonds, securities, or other evidences of indebtedness created by any other corporation of the State of Florida or any other state or government, and while owner of such stock to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

G. To enter into, make, perform, and carry out contracts and agreements of every kind, for any lawful purpose, without limit as to amount, with any person, firm, association, or corporation; and to transact any further and other business

necessarily connected with the purposes of this corporation, or calculated to facilitate the same.

H. To carry on any or all of its operations and businesses and to promote its objects within the State of Florida, or elsewhere, without restriction as to place or amount; and to have, use, exercise and enjoy all of the general powers of like corporations.

I. To do any or all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, contractors, or otherwise, alone, or in company with others, and to do and perform all such other things and acts as may be necessary, profitable, or expedient in carrying on any of the business or acts above named.

The intention is that none of the objects and powers as hereinabove set forth, except where otherwise specified in this Article, shall be in anywise limited or restricted by reference to or interference from the terms of any other objects, powers or clauses of this Article or any other Articles; but that the objects and powers specified in each of the clauses in this Article shall be regarded as independent objects and powers.

ARTICLE III

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is fifty (50) shares of common stock without nominal or par value. The consideration to be paid for each share shall be fixed by the Board of Directors, and authorized capital stock may be paid for in cash, services, or property, at a just value to be fixed by the Board of Directors of

this corporation at any regular or special meeting.

ARTICLE IV

The amount of the capital with which this corporation shall begin business is Five Hundred Dollars (\$500.00).

ARTICLE V

The corporation shall have perpetual existence.

ARTICLE VI

The initial post office address of the principal office of this corporation is C/O Sunstream Aviation, Pompano Air Park, Pompano Beach, Florida 33061. The Board of Directors may from time to time designate such other post office address and place for the principal office within the State of Florida of this corporation as it may see fit.

ARTICLE VII

The number of directors of this corporation shall be provided by the By-laws, but shall not be less than three in number not more than seven; and shall be three in number until otherwise fixed or changed by the By-laws.

ARTICLE VIII

The names and post office addresses of the first Board of Directors who, subject to the provisions of the Articles of Incorporation, the By-laws of this corporation and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
CHESTER R. GOOD	710 S. Ocean Boulevard Pompano Beach, Florida
ROBERT HUGLI	2948 N. E. 35th Court Pompano Beach, Florida
WILLIAM N. PASTORE	740 N. E. 24th Street Pompano Beach, Florida
JAMES CUPP	331 N. W. 36th Street Pompano Beach, Florida

ARTICLE IX

The name and post office address of each subscriber of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
CHESTER R. GOOD	710 S. Ocean Boulevard Pompano Beach, Florida
ROBERT HUGLI	2948 N. E. 35th Court Pompano Beach, Florida
WILLIAM N. PASTORE	740 N. E. 24th Street Pompano Beach, Florida
JAMES CUPP	331 N. W. 36th Street Pompano Beach, Florida

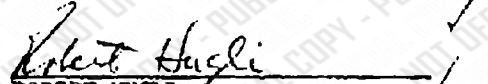
ARTICLE X

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by at least a majority of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

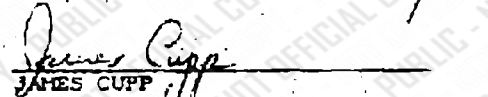
IN WITNESS WHEREOF, we, the undersigned, being each of the

original subscribers to the capital stock hereinbefore named,
have hereunto set our hands and seals, this 17th day of June,
1970, for the purpose of forming this corporation to do business
both within and without the State of Florida, and in pursuance
of the Corporation Law of the State of Florida, do make and
file in the office of the Secretary of State of the State of
Florida these Articles of Incorporation, and certify that the
facts herein stated are true.


CHESTER R. GOOD


ROBERT HUGLI



WILLIAM H. PASTORE


JAMES CUPP

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

Before me personally appeared CHESTER R. GOOD, ROBERT HUGLI,
WILLIAM N. PASTORE and JAMES CUPP, to me well known and known to
me to be the individuals described in and who executed the fore-
going Articles of Incorporation, and acknowledged before me that
they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state
named above, this 17th day of June, 1970.


ROGER H. HARPER, Notary Public

NOTARY PUBLIC, STATE OF FLORIDA BY LAWS
MY COMMISSION EXPIRES FEB. 9, 1972
SCHOOL THROUGH FEBRUARY 1972

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 17

“Return of buy-in funds” check #5995: \$1,700

Redactions, blow-up, transcription, and arrangement by Plaintiff Lloyd Hill

Original was page 10 of a 10-page bank statement distributed unredacted by Defendant to members at meeting of March 11, 2020

BANK OF AMERICA

POMPANO SENIOR SQUADRON FLYING CLUB | Account # [REDACTED] | February 1, 2020 to February 29, 2020

Check images - continued

Account number: [REDACTED]

POMPANO FLYING CLUB
PO BOX 10000
POMPANO BEACH, FL 33062

BANK OF AMERICA, NA
2020

5995

2/11/2020

\$ 1,700.00

FOR TO THE ORDER OF [REDACTED] \$ 1,700.00

One Thousand Seven Hundred and 00/100 DOLLARS

Return of buy-in funds

#005995

Check number: 5991 | Amount: [REDACTED]

Check number: 5993 | Amount: [REDACTED]

Check number: 5995 | Amount: \$1,700.00

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 18

Robert Lockyer Email, February 11, 2020, Withdrawing from Club

From: Robert Lockyer <rob@[REDACTED]>

Subject: Re: Monthly dues increase.

Date: February 11, 2020 at 11:52:23 AM EST

To: Larry Mellgren <pilotasa@bellsouth.net>

Cc: Gregory Gilhooly <sgtgrg@aol.com>, "torholm@gmail.com" <torholm@gmail.com>, "clktx@aol.com" <clktx@aol.com>, "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>, "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "abiloukha@gmail.com" <abiloukha@gmail.com>, "bobbreeden@me.com" <bobbreeden@me.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@hotmail.com" <[REDACTED]@hotmail.com>, "[REDACTED]@scppartners.com" <[REDACTED]@scppartners.com>, "[REDACTED]@cliffordassociatesinc.com" <[REDACTED]@cliffordassociatesinc.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@comcast.net" <[REDACTED]@comcast.net>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@allaircrafttraining.com" <[REDACTED]@allaircrafttraining.com>, "ggalyo@gmail.com" <ggalyo@gmail.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@ourhillhouse.com" <[REDACTED]@ourhillhouse.com>, "[REDACTED]@ourhillhouse.com" <[REDACTED]@ourhillhouse.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@icloud.com" <[REDACTED]@icloud.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@nee.com" <[REDACTED]@nee.com>, "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>, "dsmcniel@bellsouth.net" <dsmcniel@bellsouth.net>, "[REDACTED]@skydiveseb.com" <[REDACTED]@skydiveseb.com>, "[REDACTED]@myerscommercial.com" <[REDACTED]@myerscommercial.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@ops-corp.com" <[REDACTED]@ops-corp.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@realtybythebeach.com" <[REDACTED]@realtybythebeach.com>, "[REDACTED]@doubleconstruction.com" <[REDACTED]@doubleconstruction.com>, "[REDACTED]@doubleconstruction.com" <[REDACTED]@doubleconstruction.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@outlook.com" <[REDACTED]@outlook.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>, "sanchezpaulk@mac.com" <sanchezpaulk@mac.com>, "[REDACTED]@sebben.com" <[REDACTED]@sebben.com>, "[REDACTED]@sebben.com" <[REDACTED]@sebben.com>, "[REDACTED]@acs-aviation.com" <[REDACTED]@acs-aviation.com>, "[REDACTED]@flightvelocity.com" <[REDACTED]@flightvelocity.com>, "[REDACTED]@msn.com" <[REDACTED]@msn.com>, "[REDACTED]@msn.com" <[REDACTED]@msn.com>, "[REDACTED]@savigroup.com" <[REDACTED]@savigroup.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@savigroup.com" <[REDACTED]@savigroup.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>, "[REDACTED]@gerardwilliamslaw.com" <[REDACTED]@gerardwilliamslaw.com>, "gworley.crna@gmail.com" <gworley.crna@gmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@juno.com" <[REDACTED]@juno.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, "[REDACTED]@yahoo.com" <[REDACTED]@yahoo.com>

Dear all

I have only been associated with club for a month and wish you all the best you really have more problems than I would like to be involved with please remove me from the members list.

Sincerely

Rob Lockyer

[REDACTED]