

**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.

DISCLOSURE OF PLAINTIFFS' WITNESS AND EVIDENCE

Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL, proceeding in Small Claims Court *pro se*, respectfully submit this disclosure of potential witnesses and evidence for trial on October 28, 2020 as ordered during Pretrial Conference on September 14, 2020.

WITNESSES

1. Plaintiffs hereby provide notice to the Court and Defendant that we have four (4) witnesses, which includes both Plaintiffs, as identified on the attached Witness List.
2. Proof of Service of Subpoenas for each non-Plaintiff witness will be filed via hand delivery to the courthouse per instructions of the Clerk of the Court.

EVIDENCE

3. The evidence that Plaintiffs may rely upon during presentation of their case in chief is contained within the documents described in the attached Exhibit List. Documents A-D and Exhibits 1-19 are already filed in the case docket. Exhibits 20-37 are identified and included with this filing.

4. Plaintiffs reserve the right to introduce any documents produced by Defendant in their filing(s).

5. Additionally, Plaintiffs may seek to introduce additional evidence to rebut or impeach unexpected evidence or testimony on behalf of Defendant.

I HEREBY CERTIFY that a true and correct copy of the foregoing and attached exhibits have been submitted electronically to the Court and Defendant via the Small Claims Court E-Filing System on the 8th day of October 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

Attached to this Disclosure

- Witness List
- Exhibit List
- New Exhibits 20-37

Plaintiffs Witness List
Lloyd D Hill & Graham D Hill vs Pompano Senior Squadron Flying Club, Inc.
CONO20010538

| Served | Description & Details |
|---------------|--|
| n/a | Lloyd D Hill, Plaintiff 2728 NE 12th Street, Pompano Beach, FL 33062 |
| n/a | Graham D Hill, Plaintiff 2728 NE 12th Street, Pompano Beach, FL 33062 |
| 3 Oct 2020 | Laurence Mellgren 4509 King Palm Drive, Tamarac, FL 33319 |
| 5 Oct 2020 | Robert Hannan 1680 Route A1A, Suite #2, Satellite Beach, FL 32937 |

Plaintiffs Exhibit List
Lloyd D Hill & Graham D Hill vs Pompano Senior Squadron Flying Club, Inc.
CONO20010538

| Exh. | Description & Details |
|-------------|--|
| A | Plaintiffs' Complaint July 16, 2020 03:11:00 PM <i>(with Exhibits 1-15)</i> |
| 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. Bilukha 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. Bilukha June 10, 2020 |
| 15 | Termination of PBFC-Approved Flight Instructor May 12, 2020 |
| B | Defendant's Motion to Dismiss Filing #111018988, July 30, 2020 10:13:00 AM |
| C | Plaintiff's Response to Motion to Dismiss Filing #111154642, August 3, 2020 10:47:50 AM |

| Plaintiffs Exhibit List Lloyd D Hill & Graham D Hill vs Pompano Senior Squadron Flying Club, Inc. CONO20010538 | |
|---|---|
| Exh. | Description & Details |
| D | New Information Related To Defendant's Motion To Dismiss Filing #111549844, August 10, 2020 04:00:31 PM <i>(with Exhibits 16-18)</i> |
| 16 | Articles of Incorporation for Pompano Senior Squadron Flying Club, Inc. June 22, 1970 <i>(preceded by source information from Fl. Secretary of State's Office)</i> |
| 17 | "Return of buy-in funds" check #5995: \$1,700 February 11, 2020 |
| 18 | Robert Lockyer Email, Withdrawing from Club February 11, 2020 |
| E | Notice of Plaintiff's Efforts to Agree on Admissions of Facts and of Documents Filing #113110137, September 9/2020 05:45:03 PM <i>(with Exhibit 19)</i> |
| 19 | Email to Counsel for Defendant, w/attachment September 2, 2020 5:23:58 PM ET |
| F | Plaintiffs Representation at Pretrial Conference and/or Mediation Filing #113252382, September 11, 2020 04:29:42 PM |
| 20 | Email Chain: Pompano Senior Squadron Flying Club - Outstanding Deposit April 14-25, 2020 |
| 21 | Email: NOTICE OF SPECIAL MEETING for May 4, 2020 April 22, 2020 10:36:57 AM |
| 22 | Pompano Beach Flying Club Minutes of the Special Meeting of Members May 4, 2020 18:00 |
| 23 | Email Chain: PBFC Former Members, begun by Secretary Gregg Galyo May 5-6, 2020 |
| 23.1 | Attached Letter to Past Members from President Greg Gillhooly <i>(PBFC membership.pdf)</i> , May 5, 2020 |
| 24 | Email Reply to Exhibit 13 to Various from President Greg Gillhooly May 10, 2020 |
| 24.1 | Attached Letter to Past Members from President Greg Gillhooly <i>(Letter to Past members.docx ed1 (2)may52020.docx)</i> , May 5, 2020 |
| 24.2 | Attached By-Laws <i>(ByLaws_5-5-10Rev2(8).pdf)</i> May 5, 2010 |
| 25 | Demand Letter from PBFC Counsel to former Club Treasurer March 19, 2020 <i>(from page 6 of E-Filing#105938702, 04/07/2020 09:17:15 AM in Broward County Circuit Court, Division 8, CACE-20-005993)</i> |
| 26 | Email: Lloyd Hill to Club Board of Directors and Chief Pilot May 13, 2020 <i>(in reply to email in Exhibit 15)</i> |
| 27 | Operational Rules October 11, 2013 |
| 28 | Operational Rules <i>(with Plaintiffs' Summary of Changes)</i> May 12, 2020 |
| 29 | Operational Rules <i>(with Plaintiffs' Summary of Changes)</i> July 6, 2020 |

| Plaintiffs Exhibit List Lloyd D Hill & Graham D Hill vs Pompano Senior Squadron Flying Club, Inc. CONO20010538 | |
|---|---|
| Exh. | Description & Details |
| 30 | Operational Rules <i>(with Plaintiffs' Summary of Changes)</i> August 12, 2020 |
| 31 | IRS Form 990 for 2008 Received January 16, 2009 |
| 32 | Excerpts of Articles of Incorporation, By-Laws, Operational Rules, and Web Site <i>(compiled by Plaintiffs)</i> |
| 33 | FAA Letter to Paul Sanchez (1) Regarding Lien Against Club Aircraft (2) January 6, 2020 (1), December 2, 2019 (2) |
| 34 | Pompano Beach Flying Club, Profit and Loss Statement July 1-31, 2020 |
| 35 | Pompano Beach Flying Club, Balance Sheet July 31, 2020 |
| 36 | Pompano Beach Flying Club Minutes of the Regular Meeting of Members August 12, 2020 18:00 |
| 37 | Pompano Beach Flying Club response to Hurricane ISAIAS, Greg Gilhooly September 3, 2020 <i>(from PDF metadata)</i> |

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 20

Email Chain: Pompano Senior Squadron Flying Club - Outstanding Deposit

April 14-25, 2020

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

From: Nancy Cantin <[REDACTED]@comcast.net>
Sent: Tuesday, April 14, 2020 1:38 PM
To: [REDACTED]@outlook.com; [REDACTED]@gmail.com; [REDACTED]@gmail.com; [REDACTED];
[REDACTED]@aol.com; [REDACTED]@bellsouth.net; [REDACTED]@gmail.com; [REDACTED]@outlook.com;
[REDACTED]@hotmail.com; [REDACTED]@gmail.com; [REDACTED]@yahoo.com; [REDACTED]@hotmail.com;
[REDACTED]@gmail.com; [REDACTED]@gmail.com; [REDACTED]@gmail.com; [REDACTED]@gmail.com;
[REDACTED]@yahoo.com; [REDACTED]@delriouno.com; [REDACTED]@yahoo.com; [REDACTED]@aol.com;
[REDACTED]@gmail.com; [REDACTED]@oii.net; [REDACTED]@mac.com; [REDACTED]@gmail.com; [REDACTED]@gmail.com;
[REDACTED]@gatech.edu; [REDACTED]@gmail.com; [REDACTED]@aol.com; [REDACTED]@aol.com;
[REDACTED]@bellsouth.net; [REDACTED]@bellsouth.net; [REDACTED]@gmail.com; [REDACTED]@gmail.com;
[REDACTED]@aol.com; [REDACTED]@gmail.com; [REDACTED]@bellsouth.net; [REDACTED]@yahoo.com;
[REDACTED]@gmail.com; [REDACTED]@aol.com; [REDACTED]@nee.com; [REDACTED]@me.com;
[REDACTED]@floridahomesbocaraton.com; [REDACTED]@gmail.com; [REDACTED]@bellsouth.net; [REDACTED]@ckor.com;
[REDACTED]@gmail.com; [REDACTED]@gmail.com; [REDACTED]@comcast.net; [REDACTED]@hotmail.com;
[REDACTED]@yahoo.com; [REDACTED]@edrebholz.com; [REDACTED]@aol.com; [REDACTED]@gmail.com;
[REDACTED]@gmail.com; [REDACTED]@bellsouth.net; [REDACTED]@mac.com; [REDACTED]@gmail.com;
[REDACTED]@yahoo.com; [REDACTED]@zebidah.com; [REDACTED]@aol.com; [REDACTED]@gmail.com;
[REDACTED]@hotmail.com; [REDACTED]@gmail.com; [REDACTED]@gmail.com; [REDACTED]@yahoo.com;
[REDACTED]@gmail.com; [REDACTED]@gerardwilliamslaw.com; [REDACTED]@bellsouth.net; [REDACTED]@juno.com

Subject: Pompano Senior Squadron Flying Club - Outstanding Deposit

Good afternoon,

My name is Kobe Cantin and I am writing everyone on the 2017 Squadron Members List to find out if there is anyone who is owed their original deposit. I left the club 7 months ago in August 2019 and have gotten the run around from Carl Kennedy ever since. If there is anyone in the same boat, please reply so we can join forces and determine the best course of action get our money back.

Thanks

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

From: [REDACTED]@comcast.net
Sent: Wednesday, April 15, 2020 11:12 AM
To: 'Cregg Christmas' <[REDACTED]@gmail.com>; 'Irwin' <[REDACTED]@gmail.com>; 'Karl Simon' <[REDACTED]@gmail.com>; 'Charles W Baker' <[REDACTED]@gmail.com>; 'Itel' <[REDACTED]@netscape.net>; 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>; 'Ragnar Magnusson' <[REDACTED]@me.com>; 'Luis M Ochoa' <[REDACTED]@gmail.com>; [REDACTED]@comcast.net
Cc: 'Abraham K Kohl' <[REDACTED]@aol.com>; 'barry dershaw' <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; [REDACTED]@hotmail.com; 'Florian Becker' <[REDACTED]@outlook.com>; 'Carol Ann Scanlon' <[REDACTED]@aol.com>; 'jeff blake' <[REDACTED]@hotmail.com>
Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Wow! Seems like there's quite a few of us "in the same boat" 10 so far. I'll get some legal advise on how to proceed collectively but perhaps we should draft a letter to the new board members advising of the outstanding deposits owed before going down the legal road. They may be unaware of the magnitude of the delinquency give that no truth has come from Carl in the 6 months I've been dealing with him. To that end,

Does anyone have the contact info of the new board members?

Does anyone have the time to put forth a draft letter ? I'm in construction and still quite busy so if someone can step up that would be nice.

Below are the names of the owed to which I have replied directly. I also cc's the others who had similar difficulties obtaining their deposits and provided advice.

Thanks and hopefully together we this can get resolved.

Stephane Cantin (Kobe's Dad)

Owed
Kobe Cantin
Cregg Christmas
Irwin Nozick
Karl Simon
Wes Baker
Jeff Blake
Aramis Sanchez
Ragnar Magnusson
Jeffrey Gaberdiel.
Luis M Ochoa

No longer owed
Abe Kohl
Barry Dershaw
Bill Helsabeck
Florian Becker
Carol Ann Scanlon

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

On Tue, Apr 21, 2020 at 10:31 AM Irwin <[REDACTED]@gmail.com> wrote:
The new treasurer is Andrew. His email and phone are below:

abiloukha@gmail.com
(203) [REDACTED]

Irwin Nozick

From: jeffrey Gaberdiel <[REDACTED]@gmail.com>

Sent: Tuesday, April 21, 2020 10:54 AM

To: [REDACTED]@gmail.com

Cc: Nancy Cantin <[REDACTED]@comcast.net>; Cregg Christmas <[REDACTED]@gmail.com>; Karl Simon <[REDACTED]@gmail.com>; Charles W Baker <[REDACTED]@gmail.com>; Itel <[REDACTED]@netscape.net>; Ragnar Magnusson <[REDACTED]@me.com>; Luis M Ochoa <[REDACTED]@gmail.com>; Abraham K Kohl <[REDACTED]@aol.com>; barry dershaw <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; Florian Becker <[REDACTED]@outlook.com>; Carol Ann Scanlon <[REDACTED]@aol.com>; jeff blake <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Hello, I just spoke w Andrew and he referred me to the new president Greg Gilhooy. 973-[REDACTED]

Jeffrey Gaberidel

On Tue, Apr 21, 2020 at 4:08 PM <[REDACTED]@comcast.net> wrote:

Got it, I should have a draft of the letter completed soon and will circulate for review. Once its good to go I'll send it certified mail to Greg who is the president and registered agent for the club. I also downloaded the 2020 Annual Report from Sunbiz which lists all of the officers who will be cc'd

Thanks

From: jeffrey Gaberdiel <[REDACTED]@gmail.com>

Sent: Tuesday, April 21, 2020 4:49 PM

To: Nancy Cantin <[REDACTED]@comcast.net>

Cc: [REDACTED]@gmail.com;

Cregg Christmas <[REDACTED]@gmail.com>; Karl Simon <[REDACTED]@gmail.com>; Charles W Baker <[REDACTED]@gmail.com>; Itel <[REDACTED]@netscape.net>; Ragnar Magnusson <[REDACTED]@me.com>; Luis M Ochoa <[REDACTED]@gmail.com>; Abraham K Kohl <[REDACTED]@aol.com>; barry dershaw <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; Florian Becker <[REDACTED]@outlook.com>; Carol Ann Scanlon <[REDACTED]@aol.com>; jeff blake <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Just got off the phone w Greg. He is stating that the club is 400k underwater and the share evaluation is essentially \$0. I texted him on the number i provided and he did respond relatively quickly. He is sending me the club bylaws and citing paragraph 6. He claims that 450k in loans were taken by the clubs previous management. I will forward what I receive.

Jeffrey Gaberdiel

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

Subject: Pompano Beach Flying Club By Laws
From: Gregory Gilhooly <sgtgrg@aol.com>
Date: 4/21/20, 4:50 PM
To: "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, "torholm@gmail.com" <torholm@gmail.com>, "bobbreeden@me.com" <bobbreeden@me.com>, "pbflclub.treasurer@gmail.com" <pbflclub.treasurer@gmail.com>, "ggalyo@gmail.com" <ggalyo@gmail.com>
Attachment: ByLaws_5-5-10Rev2(8).pdf

Jeffery

It was a pleasure talking to you this afternoon. I'm sorry I could not deliver better news. Attached to this email is a copy of our 2010 By-lays that the current Board is governed by. The board will keep a list of former members and do our best to keep you advised on the financial strength of Pompano Beach Senior Squadron Flying Club Inc.

Sincerely,

Gregory Gilhooly
President, Pompano Senior Squadron Flying Club Inc.

From: jeffrey Gaberdiel <[REDACTED]@gmail.com>
Sent: Tuesday, April 21, 2020 4:53 PM
To: Nancy Cantin <[REDACTED]@comcast.net>
Cc: [REDACTED]@gmail.com; Cregg Christmas <[REDACTED]@gmail.com>; Karl Simon <[REDACTED]@gmail.com>; Charles W Baker <[REDACTED]@gmail.com>; Itel <[REDACTED]@netscape.net>; Ragnar Magnusson <[REDACTED]@me.com>; Luis M Ochoa <[REDACTED]@gmail.com>; Abraham K Kohl <[REDACTED]@aol.com>; barry dershaw <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; Florian Becker <[REDACTED]@outlook.com>; Carol Ann Scanlon <[REDACTED]@aol.com>; jeff blake <[REDACTED]@hotmail.com>
Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

I have attached the email from Greg.

Jeffrey Gaberdiel

On Apr 21, 2020, at 4:59 PM, Luis M Ochoa <[REDACTED].com> wrote:

Thanks Jeff for this info.

Thank you also, Kobe for starting this effort.

Yes, the club is in trouble, no question.

There are people that left AFTER this group that are also requesting their deposit back, so if nothing else, this effort should put us at the front of the line (as it should) for when (and IF) they return back to solvency.

Luis Ochoa
(954) [REDACTED]

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

From: [REDACTED]@comcast.net <[REDACTED]@comcast.net>
Sent: Tuesday, April 21, 2020 18:37
To: 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>
Cc: 'Cregg Christmas' <[REDACTED]@gmail.com>; 'Karl Simon' <[REDACTED]@gmail.com>; 'Charles W Baker' <[REDACTED]@gmail.com>; 'Itel' <[REDACTED]@netscape.net>; 'Ragnar Magnusson' <[REDACTED]@me.com>; 'Luis M Ochoa' <[REDACTED].m.ochoa@gmail.com>; 'Abraham K Kohl' <[REDACTED]@aol.com>; 'barry dershaw' <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; 'Florian Becker' <[REDACTED]@outlook.com>; 'Carol Ann Scanlon' <[REDACTED]@aol.com>; 'jeff blake' <[REDACTED]@hotmail.com>; [REDACTED]@gmail.com
Subject: RE: Pompano Senior Squadron Flying Club - Outstanding Deposit

Jeff, thanks for the info but unfortunately it's a game changer. Shame on me, but I don't recall ever being shown this document when I joined the club. Furthermore, I don't have any document showing I'm part owner of the Pompano Senior Squadron Flying Club. All that aside, we all can prove we're members thru our initial deposits, monthly dues payment invoices etc. The problem is Article 6 says the Corporation determines what the exit sum is on an annual basis (see below)

Sec. 6. WITHDRAWAL FROM MEMBERSHIP. In the event a member wishes to withdraw from the Corporation, he shall notify the Corporation of such desire in writing. Within thirty (30) days from the receipt of such notification, provided the member is in good standing in all respects, the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock. If the member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

Thus, we're governed by whatever the board determines the sum is which I assume is Zero if the club is underwater. There is still recourse, the corporation is a non-profit entity, we are shareholders and should be privy to the financial statements and tax returns. It certainly will be interesting to see how they got into this mess and how much they were paid for doing it (Article III, Sec.6) There is also specific language in the by laws regarding voting, liquidation of assets etc.. which can be utilized given we may have numbers to perhaps get a majority if other members are interested in joining us. At this point, we probably need legal advice/representation on what is the best course of action. I've already reached out to a lawyer friend to assist in drafting a letter but the introduction of the by-laws today has changed the tact. I'll get a feel for what the legal fee might be but if anyone else has legal resources to get another opinion that would be nice.

Thanks
Stephane Cantin (Kobe's dad)

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

From: Florian Becker <[REDACTED]@outlook.com>
Sent: Friday, April 24, 2020 2:57 PM
To: [REDACTED]@comcast.net; 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>
Cc: 'Cregg Christmas' <[REDACTED]@gmail.com>; 'Karl Simon' <[REDACTED]@gmail.com>; 'Charles W Baker' <[REDACTED]@gmail.com>; 'Itel' <[REDACTED]@netscape.net>; 'Ragnar Magnusson' <[REDACTED]@me.com>; 'Luis M Ochoa' <[REDACTED]@gmail.com>; 'Abraham K Kohl' <[REDACTED]@aol.com>; 'barry dershaw' <[REDACTED]@yahoo.com>; [REDACTED]@aol.com; 'Carol Ann Scanlon' <[REDACTED]@aol.com>; 'jeff blake' <[REDACTED]@hotmail.com>; [REDACTED]@gmail.com
Subject: RE: Pompano Senior Squadron Flying Club - Outstanding Deposit

Just to chime in here and to offer some additional perspective:

I was on the BOD from 2010 through 2015 and served as Chief Pilot and Secretary (for a portion of the time) Further, my father in Law (Chip Chalfant) was a member of the board and Treasurer from prior to 2007 up to early 2014.

The club had multiple rough spots in its history. The first I remember is that the insurance company notified the club in mid 2007 that they would not renew the insurance coverage – simply on grounds of a diverse fleet of planes and greatly varying degrees of pilot experience. In the preceding 18 months, the club lost an aircraft in a fatal accident that led to a max \$1MM insurance pay out and then a bent firewall based on a hard landing in a C172.

There was lots of turmoil (the entire BOD resigned as a whole because they felt that they were getting a lot of heat from the members related to their handling of things and didn't want to put up with it). The fleet was reduced from a PA32-260, a C172, and a PA28-181 to a highly simplified fleet of just two PA28-181s. All members were required to have 300+ hrs total time AND an instrument rating. Most non-instrument rated pilots resigned and a few stayed on and got their ratings. We were down to 2 planes and 30 people – all with the intention of eventually building up the membership and adding a PA32 to the fleet again.

Over time, the insurance requirements were relaxed and we were able to add a PA32-330 (N54476) back into the fleet in 2013.

After 2007, the club was unable to secure any loans or funds on the open market (a bank loan tied to the C172 was paid off when the aircraft was sold), but no further funding was offered. Some members offered up their own money to fund aircraft purchases in return for 10% annual interest. It's my understanding that this practice has been continuing since then.

Financially speaking, the club was very tight and conservative while I was involved. I.e. all officers were volunteers, with the exception of the treasurer who was being paid \$400 per month. The prior treasurer always looked at liquidation value.. i.e. cash + aircraft liquidation values > debts + member buy-ins and keep things positive. There were sometimes short delays (1-2 months) before departing members were replaced and could be paid out, but it never became an issue.

So, even after this challenging time, the club came back on its feet. It took some restructuring and some leadership and I hope that the new board can salvage things and will make the right decisions.

So, how did the club where it is today?

There are a couple of things that are interesting:

- The club purchased the first Piper Warrior (I forgot the tail number) for \$15k and then did a complete overhaul of the entire plane. Costs exceeded \$110k for an aircraft that would fetch maybe \$60k - \$75k on the open market today.
- The club was looking to lower maintenance costs. Instead of paying Aircraft Specialties their shop rate for A&P time, they leased a hangar, acquired shop equipment and paid some independent A&Ps maybe half of the hourly rate the repair shops on the field were charging. It was great financially, but not without issues. One of these mechanics matched up chrome piston rings with chrome plated cylinders in N30877 and the engine chewed itself up from the inside, leading to a costly teardown and premature engine overhaul
- N54476 was totaled in March 2018 by a new club member who was in a rush to get the plane for a trip to The Bahamas. Because that aircraft was purchased in 2013 for about \$90k, it was only insured for that amount. The replacement was purchased for roughly \$130k and needed extensive work (prop balancing and then an engine overhaul / replacement). My understanding is that the plane was sold to one of the members with the idea of leasing it back to the club, so I am not sure how the financials worked out, but with the new engine the club would have spent over \$200k for a plane worth maybe \$150k on a good day. As a side note,

NOTICE: Emails in this document are presented in continuous chronological order with content from earlier emails removed for brevity. Plaintiffs have redacted email usernames and other personal identifying information to protect the privacy of uninvolved third parties.

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

when I shopped for my plane, I actually considered the plane that the club eventually purchased, but saw too much risk in the price relative to the value and the high time engine.

- Lastly, the board decided to open the club up to student pilots and purchased a number of PA28-style trainers. Personally, I was dead-set against the idea as I didn't see any benefit to the members. In other words: lots more financial risk, increasing insurance premiums (because you need to let student pilots solo), lots more work for the board members and officers, etc. I was concerned that the club would gain many attributes of a flight school with lots of flying, dirty planes, scheduling conflicts, etc. For no benefit other than some of the instructors who would build a clientele. Anyways – I never understood that move in the context of the club as a means of shared aircraft ownership.

- Lastly, I spoke to Larry Mellgren (former president) last week on the phone. He also shared with me that one of the board members in particular heavily influenced investments into advanced avionics (N30877 was purchased primarily because of the Aspen PFD and the new PA32 was selected in large part for the same reason). The board of directors failed to push back here and let themselves be led by one particular director who is a professional instructor with a focus on advanced avionics.

I am sure that there are more things that got the club into a pickle, but these are the things that I remembered and have heard.

On a personal note, the club has been around for almost 50 years. I was a member for 12 years. I met my wife through the club. I took N47LH on my honeymoon in 2012. My kids took their first flights in N54476 and we were the last ones to fly it before its demise in March 2018 (there was nothing mechanically wrong with it, by the way).

I truly hate for the club to be in the shape that it's in right now.

I wish you all the best for your quest to get your buy-ins back.

Have a great weekend !

Florian Becker

From: barry dershaw <[REDACTED]@yahoo.com>

Sent: Friday, April 24, 2020 7:57 PM

To: Luis M Ochoa <[REDACTED]@gmail.com>

Cc: jeffrey Gaberdiel <[REDACTED]@gmail.com>; Nancy Cantin <[REDACTED]@comcast.net>; [REDACTED]@gmail.com;

Cregg Christmas <[REDACTED]@gmail.com>; Karl Simon <[REDACTED]@gmail.com>; Charles W Baker

<[REDACTED]@gmail.com>; Itel <[REDACTED]@netscape.net>; Ragnar Magnusson <[REDACTED]@me.com>;

Abraham K Kohl <[REDACTED]@aol.com>; [REDACTED]@aol.com; Florian Becker <[REDACTED]@outlook.com>; Carol

Ann Scanlon <[REDACTED]@aol.com>; jeff blake <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Barry Dershaw

Would join in an attempt to retain my buy in. While I don't to run the risk of forcing them into bankruptcy for the Benefit of its the current members and their love of flying. It's not fair that the organization has miss lead it's membership into a false sense of liquidity concerning the return of the initial buy in and then the lies and non communication.

We're we members are just New Suckers ?

Sent from my iPhone

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

From: Carol Ann Scanlon <[REDACTED]@aol.com>
Date: 4/24/20, 8:18 PM
To: Florian Becker <[REDACTED]@outlook.com>
CC: "[REDACTED]@comcast.net" <[REDACTED]@comcast.net>, jeffrey Gaberdiel <[REDACTED]@gmail.com>, Cregg Christmas <[REDACTED]@gmail.com>, Karl Simon <[REDACTED]@gmail.com>, Charles W Baker <[REDACTED]@gmail.com>, Itel <[REDACTED]@netscape.net>, Ragnar Magnusson <[REDACTED]@me.com>, Luis M Ochoa <[REDACTED]@gmail.com>, Abraham K Kohl <[REDACTED]@aol.com>, barry dershaw <[REDACTED]@yahoo.com>, "[REDACTED]@aol.com" <[REDACTED]@aol.com>, jeff blake <[REDACTED]@hotmail.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>
Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Thank you Florian for a superb summary. I was one of the few members that was against turning our club into a flight school, but, my voice was not heard. The club was a wonderful place of comraderie and well kept aircraft. So sad that it lost it's original direction.

I am sure it will turn around and be a wonderful flying club, again.

Carol

Sent from my iPad

On Apr 25, 2020, 12:35 AM -0400, Irwin <[REDACTED]@gmail.com>, wrote:

As a minimum, and as a token of good faith, I think the club should maintain a list of all the members they owe money to. This list should be updated as needed and emailed to members monthly.

Irwin Nozick

From: AOL <[REDACTED]@aol.com>
Sent: Saturday, April 25, 2020 11:36:47 AM
To: 'barry dershaw' <[REDACTED]@yahoo.com>; 'Luis M Ochoa' <[REDACTED]@gmail.com>; [REDACTED]@gmail.com <[REDACTED]@gmail.com>
Cc: 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>; 'Nancy Cantin' <[REDACTED]@comcast.net>; 'Cregg Christmas' <[REDACTED]@gmail.com>; 'Karl Simon' <[REDACTED]@gmail.com>; 'Charles W Baker' <[REDACTED]@gmail.com>; 'Itel' <[REDACTED]@netscape.net>; 'Ragnar Magnusson' <[REDACTED]@me.com>; 'Abraham K Kohl' <[REDACTED]@aol.com>; 'Florian Becker' <[REDACTED]@outlook.com>; 'Carol Ann Scanlon' <[REDACTED]@aol.com>; 'jeff blake' <[REDACTED]@hotmail.com>
Subject: RE: Pompano Senior Squadron Flying Club - Outstanding Deposit

As some may remember, the Board ram rodded (In my opinion...) a couple of meaningful changes to the By-Laws and Operational Rules that did not seem to ever get incorporated in the Official By-Laws. The first item of note is the addition in the January 31, 2019 Attachment "B" of the Operational Rules the language that sets the reimbursement policy for members leaving the club. The 'big deal' here was the 6 month window instead of the 30 day window in the "now" superseded By-Laws. Also of note is the change to Article XI that was changed at the March 13, 2019 meeting, over my strenuous objection, that removed Membership oversight of the Board. It was "sold" as a "clarification issue". Hah.

Best of luck with your endeavors.

Regards,
Bill Helsabeck

5 Prospective membership fee is \$1,900 which includes a \$100 administrative fee. 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, membership fee of \$1,800 will be refunded over a 6 month period less any outstanding balance. This applies to prospective members as of 31 January 2019.

Email chain: Pompano Senior Squadron Flying Club - Outstanding Deposit, April 14-25, 2020

On Apr 25, 2020, 12:23 PM -0400, Florian Becker <[REDACTED]@outlook.com>, wrote:

Thanks for sharing. Good to point out that there are two governing docs. The by-laws and the operational rules (which also include a lot of day to day and flight ops rules)
Get Outlook for Android

From: AOL <[REDACTED]@aol.com>

Date: 4/25/20 3:17 PM (GMT-05:00)

To: 'barry dershaw' <[REDACTED]@yahoo.com>, 'Luis M Ochoa' <[REDACTED]@gmail.com>, [REDACTED]@gmail.com, Florian Becker <[REDACTED]@outlook.com>

Cc: 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>, 'Nancy Cantin' <[REDACTED]@comcast.net>, 'Cregg Christmas' <[REDACTED]@gmail.com>, 'Karl Simon' <[REDACTED]@gmail.com>, 'Charles W Baker' <[REDACTED]@gmail.com>, 'Itel' <[REDACTED]@netscape.net>, 'Ragnar Magnusson' <[REDACTED]@me.com>, 'Abraham K Kohl' <[REDACTED]@aol.com>, 'Carol Ann Scanlon' <[REDACTED]@aol.com>, 'jeff blake' <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

As I recollect, the By-Laws give the Board authority to set Operational Rules, so it would seem the Operational Rule should overrule the By-Law vis a vis how much refund one is entitled to. That said, however, if there is no money anyway....

Regards,
Bill

From: Itel <[REDACTED]@netscape.net>

Sent: Saturday, April 25, 2020 6:29:57 PM

To: AOL <[REDACTED]@aol.com>; 'barry dershaw' <[REDACTED]@yahoo.com>; 'Luis M Ochoa' <[REDACTED]@gmail.com>; [REDACTED]@gmail.com <[REDACTED]@gmail.com>; Florian Becker <[REDACTED]@outlook.com>

Cc: 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>; 'Nancy Cantin' <[REDACTED]@comcast.net>; 'Cregg Christmas' <[REDACTED]@gmail.com>; 'Karl Simon' <[REDACTED]@gmail.com>; 'Charles W Baker' <[REDACTED]@gmail.com>; 'Ragnar Magnusson' <[REDACTED]@me.com>; 'Abraham K Kohl' <[REDACTED]@aol.com>; 'Carol Ann Scanlon' <[REDACTED]@aol.com>; 'jeff blake' <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

Just an fyi to everyone in this string. They recently came into an infusion of cash with the sale of the cherokee six to Ron Ziller. There is money in the account, I know first hand, as I was told this. There is close to 40k-50k.

From: Luis M Ochoa <[REDACTED]@gmail.com>

Date: 4/25/20, 6:38 PM

To: Itel <[REDACTED]@netscape.net>, AOL <[REDACTED]@aol.com>, 'barry dershaw' <[REDACTED]@yahoo.com>, "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>, Florian Becker <[REDACTED]@outlook.com>

Cc: 'jeffrey Gaberdiel' <[REDACTED]@gmail.com>, 'Nancy Cantin' <[REDACTED]@comcast.net>, 'Cregg Christmas' <[REDACTED]@gmail.com>, 'Karl Simon' <[REDACTED]@gmail.com>, 'Charles W Baker' <[REDACTED]@gmail.com>, 'Ragnar Magnusson' <[REDACTED]@me.com>, 'Abraham K Kohl' <[REDACTED]@aol.com>, 'Carol Ann Scanlon' <[REDACTED]@aol.com>, 'jeff blake' <[REDACTED]@hotmail.com>

Subject: Re: Pompano Senior Squadron Flying Club - Outstanding Deposit

They must at least acknowledge us and have a plan to pay us back.

PERIOD.

Luis Ochoa
(954) [REDACTED]

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 21

Email: NOTICE OF SPECIAL MEETING for May 4, 2020

April 22, 2020 10:36:57 AM

From: "Gregory Gilhooly" <NoReply@timesync.com>

Subject: NOTICE OF SPECIAL MEETING

Date: April 22, 2020 at 10:36:57 AM EDT

To: "Lloyd Hill" <lhill@ourhillhouse.com>

Reply-To: sgtgrg@aol.com

April 22, 2020

RE: 10 DAY NOTICE OF SPECIAL MEETING

Members

Please be advised that Section 3 of our current Bylaws calls for a ten (10) day notice to members in order to hold a special meeting. You are hereby notified by this email that at

6:00 Pm on May 4, 2020 there will be a special meeting (conducted virtually by Zoom) of the Pompano Senior Squadron Flying Club Inc. The purpose of this meeting is:

EVALUATING THE FINANCIAL STATUS OF THE POMPANO BEACH SENIOR SQUADRON FLYING CLUB INC. TO DETERMINE THE VALUATION OF EACH SHARE OF MEMBERSHIP STOCK

Our Bylaws clearly states that the Board must set a valuation on a share of membership stock on January 1 of each year.

It is the position of the current Board that this has not been accomplished in 2020, or any year prior. It is also this Board's position that the prior Board conducted themselves in a negligent manner that was not in the best interest of the club and was not in compliance with the fiduciary responsibility they were charged with under the rule of Law.

You will be invited via a future email to join the Zoom meeting scheduled for Monday, May 4 at 6:00 pm.

Respectfully

Gregory Gilhooly

President, Pompano Senior Squadron Flying Club Inc.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 22

Pompano Beach Flying Club Minutes of the Special Meeting of Members

May 4, 2020 18:00

Pompano Senior Squadron Flying Club Inc.
DBA
Pompano Beach Flying Club
Minutes of the Special Meeting of Members
May 04, 2020
1800

Location of Meeting:

Location: Virtual Meeting
Platform: ZOOM

Board Members Present:

| | |
|-----------------|------------------|
| President: | Gregory Gilhooly |
| Vice President: | Tor Holm |
| Secretary: | Gregory Galyo |
| Treasurer: | Andrew Bilukha |
| Board Director: | Robert Breeden |

I. Call to Order / Opening Remarks

The May 04, 2020 Members Special Meeting of the Pompano Beach Flying Club was called to order at 1802 on May 04, 2020 via ZOOM virtual meeting by President Gregory Gilhooly. There were an additional 11 attendees who joined the virtual meeting.

President:

- Addressed the special meeting noting Bylaws Article VI, section 6 reads “the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock” and this has not been done by the prior board with no record of it every being completed.

Treasurer:

- According to the evaluation we have, our airplanes and shop equipment are worth approximately 250K, and our liabilities including alleged liens are close to 400K. Club's liabilities exceed its assets, and thus the club's shares have negative value, or no value

President:

- Noted that we are a corporation and need to have a value on our stock share. Motion made for \$1.00, Andrew B second, board approved.
- Open to members for discussion.

Open Discussion:

-Paul S. Commented that 96F is a money maker, fly's a lot of hours and we should consider dry rate. President said we would look at this at future meetings.

Board Director:

- Made a motion to eliminate the \$1,700.00 membership and have a \$500.00 application fee. President motioned to make it \$499.00 not refundable application fee and \$1.00 share buy in. Treasurer 2nd , board approved.

President:

- Opened floor again for any discussions, comments or questions. There were no comments or questions by attendees.

VI. Adjourned

Treasurer made a *Motion* to adjourn; President adjourned meeting at 1820 and thanked everyone for their attendance.

The next members meeting of the Pompano Beach Flying Club will be on May 13, 2020 at 1800 Location virtual meeting due to COVID-19.

Submitted: Secretary Gregory Galyo

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 23

Email Chain: PBFC Former Members, begun by Secretary Gregg Galyo

May 5-6, 2020

Email chain: PBFC Former Members, May 5-6, 2020

From: Gregg Galyo <pbfcclubggsecretary@gmail.com>

Subject: PBFC Former Members

Date: Tue, May 5, 2020 at 5:58 PM

To: <d[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]half@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@me.com>, <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, <[REDACTED]@gmail.com>, <[REDACTED]@sbcglobal.net>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, <[REDACTED]@aol.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, <[REDACTED]@ewaycorp.com>, <[REDACTED]louros@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@floridahomesbocaraton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@drakealexander.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <inozick@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@mobilestudios.com>, <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <brwilkins@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, <[REDACTED]@gmail.com>

Cc: <sgtgrg@aol.com>, <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Attachment: PBFC membership.pdf

Dear All,

Please read attached regarding "Buy in Money".

Sincerely,

Gregg Galyo
PBFC Secretary

Email chain: PBFC Former Members, May 5-6, 2020

From: Jeff Morris <[REDACTED]@drakealexander.com>

Subject: Re: PBFC Former Members

Date: Wed, May 6, 2020 at 12:22 AM

To: Gregg Galyo <pbfcclubggsecretary@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <rdthree@bellsouth.net>, <chrisdavy@me.com>, <danny@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, <[REDACTED]@gmail.com>, <[REDACTED]@sbcglobal.net>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, <[REDACTED]@aol.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@floridahomesbocaraton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@swinderman@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, <[REDACTED]@gmail.com>

Cc: <sgtgrg@aol.com>, <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Mr, Galyo,

Thank you for communicating the financial situation of PBFC, per the letter from Mr. Gilhooly, to me as an inactive member.

Although I understand the situation, I do not agree with nor accept that the value of my buy-in money is just \$1. Per the attached email that I sent to Mr. Kennedy back in August of 2019, I clearly asked for my money to be returned at that time and, per the paragraph cited in Mr. Gilhooly's letter, I should have had my money returned to me within 30 days, long before the current valuation was determined. I realize that one cannot get money from a stone, but I will wait to see what the board can work out financially.

Please keep me in the loop as to what becomes of the club, its assets, and the situation in general.

Jeff Morris
[REDACTED]

Email chain: PBFC Former Members, May 5-6, 2020

From: Brian Wilkins <[REDACTED]@gmail.com>
Subject: Re: PBFC Former Members
Date: Wed, May 6, 2020 at 9:46 AM
To: Jeff Morris <[REDACTED]@drakealexander.com>
Cc: Gregg Galyo <pbfcclubggsecretary@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, Butrym Brent <[REDACTED]@gmail.com>, FloRC <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Cregg Christmas <[REDACTED]@gmail.com>, Suzanne Clavette <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@me.com>, Danny Del Rio <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, De Santis Phil <[REDACTED]@aol.com>, diamond daniel <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, Figueroa Carlos <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, Gaberdiel Jeff <[REDACTED]@gmail.com>, <[REDACTED]@sbcglobal.net>, <[REDACTED]@gmail.com>, goldberg donald <[REDACTED]@aol.com>, Gomez Presa Tomas <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, robert hannan <[REDACTED]@bellsouth.net>, grant hansen <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, Scott Harrington <[REDACTED]@aol.com>, horak daniel <[REDACTED]@icloud.com>, Gregg Hunsberger <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, Audatte Joanne <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, Langdon Jeremy <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, John Louros <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, Ragnar Magnusson <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, Lawrence A Mastropieri <[REDACTED]@floridahomesbocaraton.com>, Mcconnell Evan <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, Mosey James <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Irwin Nozick <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, Amaury Ortiz <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, Eric Pierce <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, Ed Rebholz <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <morfeobrch@gmail.com>, Rodriguez Morgan <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <r Rubin@[REDACTED].com>, Alex Sanchez <[REDACTED]@aol.com>, Hairson Santos-Neto <[REDACTED]@gmail.com>, Kathy Li <[REDACTED]@gmail.com>, Yash Sareen <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Simon Karl <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, vandenrydt marc <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, watkins david <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, dutra nicolas <[REDACTED]@gmail.com>, <sgtgrg@aol.com>, Tor Holm <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Mr Galyo et al,

While I appreciate the communication, I agree with Jeff Morris' position that we should not (and I do not) accept the assertion that our buy-in funds should be devalued as stated in your letter. I too will give the board some reasonable period of time to sort out the financial situation and reach an amenable conclusion with former members. I think it should be noted however, that it will be important for the board to communicate its financial plan with former members, as it evolves, in a timely manner.

I am sure we can reach a mutually agreeable solution.

Thanks.

Brian Wilkins
[REDACTED]

Email chain: PBFC Former Members, May 5-6, 2020

From: Phil DeSantis <[REDACTED]@aol.com>
Subject: Re: PBFC Former Members
Date: Wed, May 6, 2020 at 10:06 AM
To: Brian Wilkins <[REDACTED]@gmail.com>
Cc: Jeff Morris <[REDACTED]@drakealexander.com>, Gregg Galyo <pbfcclubggsecretary@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, Butrym Brent <[REDACTED]@gmail.com>, FloRC <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Cregg Christmas <[REDACTED]@gmail.com>, Suzanne Clavette <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@me.com>, Danny Del Rio <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, diamond daniel <[REDACTED]@gmail.com>, <jkfarnell@att.net>, Figueroa Carlos <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, Gaberdiel Jeff <[REDACTED]@gmail.com>, <[REDACTED]@sbcglobal.net>, <[REDACTED]@gmail.com>, goldberg donald <[REDACTED]@aol.com>, Gomez Presa Tomas <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, grant hansen <[REDACTED]@yahoo.com>, <[REDACTED]@netpipeline.net>, robert hanna <[REDACTED]@bellsouth.net>, horak daniel <[REDACTED]@aol.com>, <[REDACTED]@icloud.com>, Gregg Hunsberger <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, Audatte Joanne <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, Langdon Jeremy <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, John Louros <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, Ragnar Magnusson <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, Lawrence A Mastropieri <[REDACTED]@floridahomesbocaraton.com>, Mcconnell Evan <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, Mosey James <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Irwin Nozick <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, Amaury Ortiz <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, Eric Pierce <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, Ed Rebholz <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Rodriguez Morgan <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, Alex Sanchez <[REDACTED]@aol.com>, Hairson Santos-Neto <[REDACTED]@gmail.com>, Kathy Li <[REDACTED]@gmail.com>, Yash Sareen <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Simon Karl <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, vandenrydt marc <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, watkins david <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, dutra nicolas <[REDACTED]@gmail.com>, <sgtgrg@aol.com>, Tor Holm <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Section 6 of your bylaws clearly state "the corporation shall pay the withdrawing member a sum as pre-determined by the board set annually as of January 1 of such stock". Since the board did not define the value of the stock as one dollar as of January 1 of 2020, I will not accept your offer.

I understand that the club is not solvent at this time, but can wait for the club to work it's way out of the situation just like any other creditor, instead of just being dismissed out of hand.

Phil DeSantis

[REDACTED]

Email chain: PBFC Former Members, May 5-6, 2020

From: todd GIERHART <[REDACTED]@sbcglobal.net>
Subject: Re: PBFC Former Members
Date: Wed, May 6, 2020 at 10:10 AM
To: Phil DeSantis <[REDACTED]@aol.com>, Brian Wilkins <[REDACTED]@gmail.com>
Cc: Jeff Morris <[REDACTED]@drakealexander.com>, Gregg Galyo <pbfcclubggsecretary@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, Butrym Brent <[REDACTED]@gmail.com>, FloRC <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Cregg Christmas <[REDACTED]@gmail.com>, Suzanne Clavette <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@me.com>, Danny Del Rio <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, diamond daniel <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, Figueroa Carlos <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, Gaberdiel Jeff <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, goldberg donald <[REDACTED]@aol.com>, Gomez Presa Tomas <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, robert hannan <[REDACTED]@bellsouth.net>, grant hansen <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, Scott Harrington <[REDACTED]@aol.com>, horak daniel <[REDACTED]@icloud.com>, Gregg <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, Audatte Joanne <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, Langdon Jeremy <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, John Louros <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, Ragnar Magnusson <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, Lawrence A Mastropieri <[REDACTED]@floridahomesbocaraton.com>, Mcconnell Evan <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, Mosey James <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Irwin Nozick <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, Amaury Ortiz <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, Eric Pierce <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, Ed Rebholz <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Rodriguez Morgan <[REDACTED]@re@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, Alex Sanchez <[REDACTED]@aol.com>, Hairson Santos-Neto <[REDACTED]@gmail.com>, Kathy Li <[REDACTED]@gmail.com>, Yash Sareen <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, Simon Karl <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, vandenrydt marc <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, watkins david <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, dutra nicolas <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, Tor Holm <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Hi I have not belonged there since 2015 please take me off this

Sent from AT&T Yahoo Mail for iPhone

Email chain: PBFC Former Members, May 5-6, 2020

From: Karl Simon <[REDACTED]@gmail.com>
Subject: Re: PBFC Former Members
Date: Wed, May 6, 2020 at 10:57 AM
To: todd GIERHART <[REDACTED]@sbcglobal.net>
Cc: Phil DeSantis <[REDACTED]@aol.com>, Brian Wilkins <[REDACTED]@gmail.com>, Jeff Morris <[REDACTED]@drakealexander.com>, Gregg Galyo <pbclubggsecretary@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, Butrym Brent <[REDACTED]@gmail.com>, FloRC <[REDACTED].rc12@gmail.com>, Chip Chalfant <[REDACTED]@bellsouth.net>, Cregg Christmas <[REDACTED]@gmail.com>, Suzanne Clavette <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, RICHARD & FINDLEY DAVIS <[REDACTED]@bellsouth.net>, <[REDACTED]@me.com>, Danny Del Rio <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, diamond daniel <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, Figueroa Carlos <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, Gaberdiel Jeff <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, goldberg donald <[REDACTED]@aol.com>, Gomez Presa Tomas <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, robert hannan <[REDACTED]@bellsouth.net>, grant hansen <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, Scott Harrington <[REDACTED]@aol.com>, horak daniel <[REDACTED]@icloud.com>, Gregg Hunsberger <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, Audatte Joanne <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, Langdon Jeremy <[REDACTED]@gmail.com>, David R. Langley <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, John Louros <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, Ragnar Magnusson <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, Lawrence A Mastropieri <[REDACTED]@floridahomesbocaraton.com>, Mcconnell Evan <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, Mosey James <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Irwin Nozick <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, Amaury Ortiz <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, Eric Pierce <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, Ed Rebholz <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, Rodriguez Morgan <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, Alex Sanchez <[REDACTED]@aol.com>, Hairson Santos-Neto <[REDACTED]@gmail.com>, Kathy Li <[REDACTED]@gmail.com>, Yash Sareen <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, Howard Soloff <[REDACTED]@hotmail.com>, Brandon M Spirk <[REDACTED]@gmail.com>, richard stairs <[REDACTED]@gmail.com>, <dick.stevens@att.net>, <cgstrickland@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, vandenrydt marc <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, watkins david <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, dutra nicolas <[REDACTED]@gmail.com>, <sgtgrg@aol.com>, Tor Holm <torholm@gmail.com>, <pbclub.treasurer@gmail.com>

Since I left the club last summer, I too do not fall under the January 1st valuation. My deposit was due to be refunded no later than September of 2019. Please keep me informed of your future plans.

Captain Karl F Simon
[REDACTED]

Email chain: PBFC Former Members, May 5-6, 2020

From: chris davy <[REDACTED]@me.com>
Subject: Re: PBFC Former Members
Date: Wed, May 6, 2020 at 11:22 AM
To: Gregg Galyo <pbfcclubggsecretary@gmail.com>
Cc: <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@robertburton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@delriouno.com>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@mac.com>, <[REDACTED]@lasersupply.com>, <[REDACTED]@gmail.com>, <[REDACTED]@sbcglobal.net>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@netpipeline.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@yahoo.com>, <[REDACTED]@davidhare.co>, <[REDACTED]@aol.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@live.com>, <[REDACTED]@koklar.com>, <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@gmail.com>, <[REDACTED]@ewaycorp.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@msn.com>, <[REDACTED]@floridaluxuryrentals.com>, <[REDACTED]@me.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@aol.com>, <[REDACTED]@floridahomesbocaraton.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@drakealexander.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@enviroteam.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@bellsouth.net>, <[REDACTED]@craftlineusa.com>, <[REDACTED]@sikorsky.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@edrebholz.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@aol.com>, <[REDACTED]@aol.com>, <[REDACTED]@aol.com>, <[REDACTED]@mobilestudios.com>, <[REDACTED]@aol.com>, <[REDACTED]@hdossantosneto@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@zebidah.com>, <[REDACTED]@gmail.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@bellsouth.net>, <[REDACTED]@hotmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@gmail.com>, <[REDACTED]@att.net>, <[REDACTED]@aol.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@icloud.com>, <[REDACTED]@gmail.com>, <[REDACTED]@yahoo.com>, <[REDACTED]@warfieldconsulting.com>, <[REDACTED]@gmail.com>, <[REDACTED]@hotmail.com>, <[REDACTED]@whittel.com>, <[REDACTED]@avcplastics.com>, <[REDACTED]@gmail.com>, <[REDACTED]@comcast.net>, <[REDACTED]@msn.com>, <[REDACTED]@gmail.com>, <sgtgrg@aol.com>, <torholm@gmail.com>, <pbfcclub.treasurer@gmail.com>

Dear Gregg,

I left the club in July 2019 and should have had my buy in money returned in full by September 2019. I do not accept the 2020 valuation. The club may not be able to pay me and others at this time but that does not mean that you can revalue the debt the club owes us.

I hope the board is doing its due diligence in verifying the alleged personal loan from Carl Kennedy and the legality of the subsequent lien on the club assets. Additionally it should also be looking at the validity of the other liens on the aircraft to pressure test all debts with legal scrutiny.

I look forward to receiving continued communication on this issue.

Sincerely

Chris Davy

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 23.1

Attached Letter to Past Members from President Greg Gillhooly

(PBFC membership.pdf)

May 5, 2020



May 5, 2020

Former Member,

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

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

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

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

WITHDRAWAL FROM MEMBERSHIP In the event a member wishes to withdraw from the Corporation he shall notify the Corporation in writing, Within thirty (30) days from receipt of such notification, provided that the member is in standing in all respects, *The Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock.* If the member is in arrears in the payment of any payment or charge or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

PBFC P.O. BOX 10241 Pompano Beach FL 33061



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

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

Sincerely,

Gregory Gilhooly

President, Pompano Beach Flying Club

PBFC P.O. BOX 10241 Pompano Beach FL 33061

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 24

Email Reply to Exhibit 13 to Various from President Greg Gillhooly

May 10, 2020

From: Gregory Gilhooly <sgtgrg@aol.com>
Subject: Re: PBFC - Minutes of 5/4/20 Special Meeting
Date: May 10, 2020 at 3:00:08 PM EDT
To: " [REDACTED]@aol.com" < [REDACTED]@aol.com >

Cc: " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@runbox.com" < [REDACTED]@runbox.com >, " [REDACTED]@g.cofc.edu" < [REDACTED]@g.cofc.edu >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@me.com" < [REDACTED]@me.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@mac.com" < [REDACTED]@mac.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@hotmail.com" < [REDACTED]@hotmail.com >, " [REDACTED]@autobasecorp.com" < [REDACTED]@autobasecorp.com >, " [REDACTED]@ewaycorp.com" < [REDACTED]@ewaycorp.com >, " [REDACTED]@me.com" < [REDACTED]@me.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@drakealexander.com" < jeff@drakealexander.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@hotmail.com" < [REDACTED]@hotmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@yahoo.com" < [REDACTED]@yahoo.com >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@abiloukha@gmail.com" < abiloukha@gmail.com >, " [REDACTED]@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 >, " [REDACTED]@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]@LHill@ourhillhouse.com" < LHill@ourhillhouse.com >, " [REDACTED]@torholm@gmail.com" < torholm@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@yahoo.com" < [REDACTED]@yahoo.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@yahoo.com" < [REDACTED]@yahoo.com >, " [REDACTED]@icloud.com" < [REDACTED]@icloud.com >, " [REDACTED]@patriotmarinellc.com" < [REDACTED]@patriotmarinellc.com >, " [REDACTED]@nee.com" < [REDACTED]@nee.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@bellsouth.net" < [REDACTED]@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]@doublepconstruction.com" < [REDACTED]@doublepconstruction.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]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@bellsouth.net" < [REDACTED]@bellsouth.net >, " [REDACTED]@netscape.net" < [REDACTED]@netscape.net >, " [REDACTED]@mac.com" < [REDACTED]@mac.com >, " [REDACTED]@sebben.com" < [REDACTED]@sebben.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@flightvelocity.com" < [REDACTED]@flightvelocity.com >, " [REDACTED]@msn.com" < [REDACTED]@msn.com >, " [REDACTED]@savigroup.com" < [REDACTED]@savigroup.com >, " [REDACTED]@yahoo.com" < [REDACTED]@yahoo.com >, " [REDACTED]@gerardwilliamslaw.com" < [REDACTED]@gerardwilliamslaw.com >, " [REDACTED]@gworley.crna@gmail.com" < gworley.crna@gmail.com >, " [REDACTED]@gmail.com" < [REDACTED]@gmail.com >, " [REDACTED]@aol.com" < [REDACTED]@aol.com >, " [REDACTED]@juno.com" < [REDACTED]@juno.com >

Reply-To: Gregory Gilhooly <sgtgrg@aol.com>
Attachment: ByLaws_5-5-10Rev2(8).pdf; Letter to Past members.docx ed1 (2)may52020.docx

Attached hereto are two files. File #1 are the current by laws File #2 A letter sent to past members

Thank you
Gregory Gilhooly
President, Pompano Beach Flying Club

Plaintiffs' Note: The above email was sent in reply to the May 8, 2020 email from former Club Treasurer Carl Kennedy found in Exhibit 13. Mr. Gilhooly included the content of Mr. Kennedy's email after his, but Mr. Kennedy's email content has been trimmed off this exhibit because it is already included as Exhibit 13.
Plaintiffs have redacted email usernames to protect the privacy of uninvolved third parties.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 24.1

Attached Letter to Past Members from President Greg Gillhooly

(Letter to Past members.docx ed1 (2)may52020.docx)

May 5, 2020



May 5, 2020

Former Member,

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

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

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

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

WITHDRAWAL FROM MEMBERSHIP In the event a member wishes to withdraw from the Corporation he shall notify the Corporation in writing, Within thirty (30) days from receipt of such notification, provided that the member is in standing in all respects, *The Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock.* If the member is in arrears in the payment of any payment or charge or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

PBFC P.O. BOX 10241 Pompano Beach FL 33061



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

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

Sincerely,

Gregory Gilhooly

President, Pompano Beach Flying Club

PBFC P.O. BOX 10241 Pompano Beach FL 33061

Lloyd D. Hill and Graham D. Hill, Plaintiffs
v.
Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club, Defendant

EXHIBIT 24.2

**Attached By-Laws
(ByLaws_5-5-10Rev2(8).pdf)
May 5, 2010**

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

**ARTICLE I
MEETING OF STOCKHOLDERS**

Sec. 1. ANNUAL MEETINGS. The annual Meeting of the Stockholders shall be held at the principal office of the Corporation, on a day designated each year. If the day so designated falls upon a Sunday or a legal holiday, then the meeting shall be held upon the first secular day thereafter. The Secretary shall serve personally, or send to each stockholder at his last known post office or e-mail address, and publish notice thereof as required by law; but at any meeting at which all stockholders shall be present, or of which all stockholders not present have waived notice in writing, the giving of notice as above required may be dispensed with.

Sec. 2. QUORUM. At all meetings of stockholders, except where it is otherwise provided by law, it shall be necessary that stockholders, representing in person or by proxy, consisting of a majority of the stockholders shall constitute a quorum.

Sec. 3. SPECIAL MEETINGS. Special Meetings of Stockholders other than those regulated by statute may be called at any time by a majority of the Directors, upon ten days notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting, and to be served personally or sent to each such stockholders of record at his last known post office or e-mail address; but at any meeting at which all stockholders shall be present or of which stockholders not present have waived such notice in writing, the giving of notice as above described may be dispensed with. The Board of Directors shall also in like manner, call a special meeting of stockholders whenever so requested in writing by stockholders representing not less than one-half (1/2) of the capital stock of the company. No business other than that specified in the call for the meeting, shall be transacted at any special meeting of the stockholders.

Sec. 4. VOTING. At all meetings of the Stockholders all questions, the manner of deciding which is not specifically regulated by statute, shall be determined by a majority voted of the Stockholders present in person or by proxy; provided, however, that any qualified voter may demand a stock vote, in which case each Stockholder present, in person or by proxy, shall be entitled to cast one vote for each share of stock. All voting shall be via voice, except that a stock voted shall be by ballot, each of which shall state the name of the Stockholder voting, and in addition, if such ballot be cast by proxy, each proxy shall be in writing, signed and mailed in or given to another member to be surrendered for count at the meeting. The casting of all votes at special meetings of stockholders shall be governed by the provisions of the Corporation Laws of this state.

Sec. 5. ORDER OF BUSINESS. The order of business of all meetings of the stockholders shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Inspectors of Election.
7. Election of Directors.
8. Unfinished Business
9. New Business.

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

**ARTICLE II
DIRECTORS**

Sec. 1. NUMBER. The affairs and business of this Corporation shall be managed by a Board of five (5) Directors, who shall be stockholders of record, and at least one of such Directors shall be a resident of the State of Florida and a citizen of the United States.

Sec. 2. HOW ELECTED. At the Annual Meeting of Stockholders, the five (5) persons receiving a plurality of the votes cast shall be Directors and shall constitute the Board of Directors for the ensuing year.

Sec. 3. TERM OF OFFICE. The term of office of each of the Directors shall be one year, and thereafter until his successor has been elected.

Sec. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation, as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of Florida.

Sec. 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the Annual Meeting of the Stockholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of two directors.

Sec. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting shall be given by service upon each Director in person, or by mailing to him at his last known post office or e-mail address, at least five days before the date therein designated for such meeting including the day of mailing, or a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meetings. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 7. QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a less number may adjourn the meeting to some event of a quorum not being present, a less number any adjourn the meeting to some future time, not more than ten days later.

Sec. 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote.

Sec. 9. VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board at a Special meeting which shall be called for that purpose. Such election shall be held within sixty days after the occurrence of such vacancy. The person so chosen shall hold office until the next annual meeting or until his successor shall have been chosen at a special meeting of the Stockholders.

Sec. 10. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time by a vote of a majority of the Stockholders, at any special meeting called for the purpose, or at the annual meeting.

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

**ARTICLE III
OFFICERS**

Sec. 1 NUMBER. The officers of this Corporation shall be:

1. President
2. Vice-President
3. Secretary
4. Treasurer

Sec. 2 ELECTION. All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of stockholders, and shall hold office for the term of one year or until their successors are duly elected.

Sec. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

PRESIDENT:

The President shall preside at all meetings of the Board of Directors and stockholders.

He shall present at each annual meeting of the Stockholders and Directors a report of the condition of the business of the Corporation.

He shall cause to be called regular and special meetings of the Stockholders and Directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly appointed officers, subject to the approval of the Board of Directors.

He shall sign and make all contracts and agreements in the name of the Corporation, and see that they are properly carried out.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall enforce these By-Laws and perform all the duties incident to the position and office, and which are required by law.

VICE-PRESIDENT

During the absence and inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same shall be performed and exercised by the Vice-President; and when so acting, he shall have all the powers and be subject to all responsibilities hereby given to or imposed upon such President.

SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Stockholders in appropriate books.

He shall give and serve all notices of the Corporation.

He shall be custodian of the records and of the seal, and affix the latter when required.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by the President or any officer or shareholder of the Corporation.

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

He shall attend to all correspondence and perform all the duties incident to the office of Secretary.

TREASURER

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make, and endorse in the name of the Corporation, all checks, drafts, warrants and orders for the payment of money and pay out and dispose of same and receipt therefore, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times his books and accounts to any director or stockholder of the Corporation upon application at the office of the Corporation during business hours.

He shall render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report, at the annual meeting of the stockholders.

He shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He shall do and perform all duties appertaining to the office of Treasurer.

Sec. 4 BOND. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Sec. 5 VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose.

Sec. 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Sec. 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer, by a majority vote, at all time, with or without cause.

**ARTICLE IV
SEAL**

Sec.1. SEAL. The seal of the Corporation shall be in a form as required by Florida law..

**ARTICLE V
CERTIFICATES OF STOCK**

Sec.1 STOCK OWNERSHIP. 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.

**ARTICLE VI
MEMBERSHIP**

Sec.1 This Corporation has been incorporated as a stock corporation under the laws of the State of Florida, but it is a non-profit company and will be operated as such. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's treasury for the purchase of new equipment,

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

for contingencies, or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. In any event, under no circumstances shall any net savings be distributable to the members in a form of dividend or otherwise for their individual use, nor will the ownership of stock entitle any member of the declaration of any dividend or other financial benefit, besides membership in the Corporation and the benefits of membership specified herein and in the Operations Rules. Upon liquidation of the Corporation, each Club member (Shareholder) will be paid a maximum amount set as the membership value by the Board of Directors, as funds are available. If funds are insufficient to pay this amount members will be paid a prorata share of funds available. Available funds will be determined after all bills, expenses and contingency expenses have been provided and approved by the Board of Directors. In the event that there are excess funds after paying all members and providing for all bills, expenses, and contingencies, those excess funds will be donated to AOPA's Air Safety Foundation, a charitable organization.

Sec. 2. NEW MEMBERS. New members may be admitted to the Corporation only after being approved by the Board of Directors. Membership shall be limited by current insurance regulations.

Sec. 3. PAYMENTS. A person elected to membership in the Corporation shall become a member upon payment of an initial fee to be determined by the Board. Each member in addition to this initial payment shall pay a monthly payment set by the Board. In addition, each member shall pay a specified hourly rate as required in the Operational Rules for each hour indicated by the tachometer on the aircraft flown by the member.

Sec. 4. STOCK CERTIFICATES. Upon receipt of the initiation fee and acceptance into membership, each new member shall be deemed to own a certificate for one (1) share of stock of the Corporation.

Sec. 5. INDEMNIFICATION AND PERFORMANCE CONTRACT. Simultaneously with his application into membership of the Corporation, each member shall execute a MEMBERSHIP AGREEMENT (the "Contract") and shall be held by the Board of Directors in the office of the Corporation, which Contract relates to the indemnification by all the Corporation members of certain officers who obligated themselves in connection with the financing of purchased aircraft, as well as relating to the prompt payment of equity and maintenance payments, flying time, assessments, etc. This Contract will become effective upon acceptance into the Club membership. Failure or refusal of a member to execute this Contract with application to the Club shall be a bar to membership.

Sec. 6. WITHDRAWAL FROM MEMBERSHIP. In the event a member wishes to withdraw from the Corporation, he shall notify the Corporation of such desire in writing. Within thirty (30) days from the receipt of such notification, provided the member is in good standing in all respects, the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock. If the member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

Sec. 7. EXPULSION. Any member who has failed to pay any monthly payments, flying time or assessments when due, shall be subject to penalties contained in the above mentioned Contract. Any member who has violated his Contract including failure to pay any sums due the Corporation is subject to expulsion. Failure to pay any sums due the Corporation shall be considered as an indication that the member intends to withdraw from membership, and he/she thereupon automatically shall be suspended from flying aircraft of the Corporation. In addition, a member may be expelled from membership by a vote of two-thirds of the members voting at any regular meeting of the membership, or any special meeting called to consider the matter. If expulsion is contemplated by a vote of the membership, the member affected shall be provided with ten (10) days written

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

notice in advance of such regular or special meeting, and he shall have the right to be heard at the meeting, either in person or by counsel.

**ARTICLE VII
AIRCRAFT MAINTENANCE COORDINATOR**

Sec. 1. The Aircraft Maintenance Coordinator (“Maintenance Coordinator”) shall be responsible for coordinating any repairs to the aircraft by an appropriate entity or individual that are identified by his observation or brought to his attention by any Club member. The Maintenance Coordinator shall ensure that a certified Airframe and Powerplant Mechanic (“A&P”) is used for any repairs and that all proper log book documentation are prepared and entries are made to the Aircraft Log Books. The Maintenance Coordinator shall coordinate with the A&P to review all compliance with inspections, major overhauls which are required and for complying with all service bulletins applicable to the aircraft.

**ARTICLE VIII
CHIEF PILOT**

Sec. 1 The Chief Pilot shall be appointed by the Board of Directors and Officers, and his appointment shall be reviewed annually or as deemed necessary by the Board of Directors and Officers. The Chief Pilot will be responsible for the initial check-out of all new members in each of the Corporation aircraft. In the absence of the Chief Pilot, any Officer of the Corporation may assign initial check-out responsibility to one/more other Corporation Designated Flight Instructors. The Chief Pilot will instruct other Flight Instructors on the Corporation By-Laws and Operating Rules, safe operations of the Corporation aircraft and local procedures for community sensitive operations, and recommend their approval or disapproval, as Corporation Designated Flight Instructors, to the Board of Directors and Officers.

**ARTICLE IX
SAFETY BOARD AND HEARINGS**

Sec. 1 A safety board may be appointed by the Board of Directors of the Corporation on the occasion of any accident or incident involving either aircraft of the Corporation or a member of the Corporation, or equipment of the Corporation. Such safety board shall consist of three (3) members of the Corporation, in good standing, none of whom were involved in the particular incident to be investigated. The safety board promptly shall take all steps necessary to ascertain the facts, conditions and circumstances surrounding the accident or incident in order to arrive at findings and conclusions regarding the probable cause and the responsibility for the said accident, and shall make known its findings and conclusions in writing to the Board of Directors of the Corporation and to all parties involved in the accident.

Sec.2 Upon receipt of the findings and conclusions of the safety board concerning an accident or incident involving either corporate aircraft or a corporation member or corporation equipment as heretofore provided, the Board of Directors shall offer to all parties involved in the accident the opportunity of a hearing. After the hearing or if such hearing is waived by all parties involved in the accident, the Board of Directors shall decide the question of financial responsibility of the member. Such decision of the Board of Directors shall be final.

Sec. 3. The Board of Directors shall not impose financial responsibility on any one member in excess of the amount deductible under the insurance policy covering the particular damage concerned, but if the damage results from a violation which relieves the corporate insurance carrier of liability, then the responsible party shall be

**Pompano Senior Squadron Flying Club
DBA – Pompano Beach Flying Club**

BY LAWS

liable for the full amount of the damage sustained. In such case, the Board shall make recommendations to be approved by the Corporation membership.

Sec.4 Any financial obligation imposed upon any member as a result of the decision of the Board of Directors hereunder shall be satisfied within thirty (30) days, failing which the member shall be liable to expulsion in accordance with other provision of these By-Laws.

**ARTICLE X
MAJOR EXPENSES**

Sec.1 Should the Board of Directors decide to incur an expense in excess of \$80,000 and if the members of the Board are unanimous in such desire, a special meeting of the membership shall be called upon at least 24 hours notice and any such expenditure may be authorized at such meeting by a vote of at least two-thirds of the members present in favor thereof, provided that such two-thirds constitute a majority of the membership.

**ARTICLE XI
OPERATIONS RULES**

Sec.1 The Board of Directors, with the acquiescence of the Corporation membership, shall provide and maintain a set of rules for operation of the corporate aircraft. Any member who violates an operations rule so adopted shall be liable to expulsion under these By-Laws.

**ARTICLE XII
PROXY**

Sec.1 A proxy duly signed and dated by a member may be presented at any meeting of the Corporation by any person to whom it has been presented by the member and may be voted by that person in accordance with the instructions of the member, or, if no instructions have been given, freely in accordance with the decision of the holder of the proxy.

**ARTICLE XIII
AMENDMENTS**

Sec. 1 HOW AMENDED. These By-Laws may be altered, amended, repealed, or added to by an affirmative vote of the stockholders representing a majority of voting stockholders, at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each stockholder of record at his last known post office or e-mail address, at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendment or changes which are proposed to be made in such By-Laws. Only such changes as have been specified in the notice shall be made. If, however, a majority of the stockholders shall be present at any regular or special meeting, these By-Laws may be amended by a unanimous vote without any previous notice.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 25

Demand Letter from PBFC Counsel to former Club Treasurer

March 19, 2020

*(from page 6 of E-Filing# 105938702, 04/07/2020 09:17:15 AM
in Broward County Circuit Court, Division 8, CACE-20-005993)*

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



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

March 19, 2020

Via Certified Mail Return Receipt Requested 7018 0040 0000 2050 3342
and Regular U.S. Mail

Carl Kennedy
2929 S. Ocean Blvd., Suite 510
Boca Raton, FL 33432

Re: Pompano Senior Squadron Flying Club, Inc.

Dear Mr. Kennedy:

The new Board of Directors of Pompano Senior Squadron Flying Club, Inc. d/b/a Pompano Beach Flying Club retained this law firm as the Corporation's counsel. As you know, you are no longer a member of the Board of Directors of the Corporation, nor are you any longer the treasurer. Accordingly, the new Board of Directors demands that within five (5) days of receipt of this letter, you immediately transfer all documentation belonging to the Corporation to me. This includes all check books, financial statements, accounting records, financial records, bank statements, insurance policies, membership lists, stock certificates, correspondences to and from the Corporation to any third party, minutes of all Board of Directors meetings, minutes of all shareholders meetings, any and all shareholder agreements, the Corporation by-laws, the Articles of Incorporation, and all books and records of the Corporation. As a former Board member, you no longer have any legal right to retain the above documents. Accordingly, if you fail to comply with this demand, the Board has authorized me to take all legal actions necessary against you to obtain these documents.

Thank you for your anticipated cooperation with the above demand.
I remain,

Very truly yours,

Edward F. Holodak

Edward F. Holodak
Attorney at Law

EFH/tp

Exhibit # 1

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 26

Email: Lloyd Hill to Club Board of Directors and Chief Pilot

May 13, 2020

(in reply to email in Exhibit 15)

Subject: Re: CFI Privledge Recinded
From: Lloyd Hill <LHill@ourhillhouse.com>
Date: 5/13/20, 1:36 PM
To: Greg Gilhooly <sgtgrg@aol.com>, Andrew Bilukha <PBFCclub.Treasurer@gmail.com>, "gworley.crna@gmail.com" <gworley.crna@gmail.com>, Tor Holm <torholm@gmail.com>, Robert Breeden <bobbreeden@me.com>
CC: Ron Ziller <zworthy2@juno.com>

Attention: PBFC leadership & Mr. Ziller

Relative to an inaccuracy in Mr. Gilhooly's message below, I was not "appointed" to an instructor position at the PBFC. I went through an application process (simultaneous to my son's membership application process), was accepted to the PBFC as a qualified club CFI by virtue of that application process, and then paid for an aircraft checkout to assume that qualification. I seek to make this clarification because it is a significant distinction.

Additionally, although no reasons were provided, it seems easy enough to conclude that Mr. Gilhooly's actions are rooted in personal retribution. Rather than putting the PBFC and its welfare (and revenue stream) first, Mr. Gilhooly is apparently prioritizing his petty dislikes. Yesterday was admittedly a bad day for me and my son, having arrived to the airport after a busy morning and not seeing our reserved airplane... again. Rather than understanding this frustration, as Mr. Holm sought to research and correct issues, Mr. Gilhooly's only contribution was later that same day exacerbate the situation by inexplicably rescinding my club CFI qualification for what appears to be some sort of distorted punishment.

The arbitrary act of rescinding my club CFI privileges demonstrably changes the dynamics of why my son and I came to this flying club. With this writing, I am only seeking reinstatement of my club CFI privileges. If this leadership is not immediately amenable to this remedy, I reserve the right seek a remedy that more appropriately resolves the broken dynamics invoked by Mr. Gilhooly's actions that brought us to the PBFC.

Respectfully,

Lloyd Hill

Plaintiffs' Note: The above email was sent in reply to the May 13, 2020 email from Club President Greg Gilhooly found in Exhibit 15. Plaintiff #1 included Mr. Gilhooly's email after his, but Mr. Gilhooly's email has been trimmed off this exhibit because it is already a numbered Exhibit.

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 27

Pompano Beach Flying Club - Operational Rules

October 11, 2013

Pompano Beach Flying Club

OPERATIONAL RULES

1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
 - 1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
 - 2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
 - 3. Use of the Club aircraft for commercial purposes is prohibited.
 - 4. Use of the Club aircraft for charitable purposes is prohibited.
 - 5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.

2. Pilot Eligibility:

- A. Only a Club member may operate a Club aircraft.
 - 1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times.
 - 1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
 - 2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
 - 3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
 - 4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.

(The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)
- C. All Flying Club members must meet the following Club Insurance requirements (*flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot*)-
 - 1. Must be a Club member.
 - 2. Have a Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.
 - 3. Have a current and valid medical certificate (at least Third Class).

Pompano Beach Flying Club

OPERATIONAL RULES

4. Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).
5. Have at least 300 hours of total logged flight time, or, have an Instrument Rating.
6. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot.)
7. Additional Requirements to fly the Cherokee 6:
 - a. Have at least 200 hours of total logged flight time-
 1. Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210; or;
 2. Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210.
 - b. Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days;

Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.

- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period (the 15th plus 7 days, = the 22nd of the month) or who do not meet the requirements of section 2C.

3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made on the on-line ScheduleMaster reservations system or may be adjusted by calling 1-800-414-6114 at ScheduleMaster.
- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane every effort should be made to contact the no-show member. Members must notify the reservation site of any delay or cancellation one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see D below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances) -
 - 1) Any single reservation for seven (7) days or more require that the aircraft, (upon its return) remain available for a like period before the next extended reservation.

Pompano Beach Flying Club

OPERATIONAL RULES

- 2) Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.

4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current. Any amounts due are required to be paid by the 15th of each calendar month. If a member fails to pay any amounts due by the due date of the 15th of each month plus a seven (7) day grace period, the member is automatically placed on a "NO-FLY" status without any notification by the Club.
- B. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight.
- C. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in the aircraft "Squawk Book".
- D. Problems involving safety of flight or airworthiness must be noted in the aircraft "Squawk Book", located in each aircraft and reported to the Maintenance Coordinator or his assistant. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- E. All damage or problems entered in the Squawk Book must also be reported to the Maintenance Coordinator or his assistant by e-mail at member's earliest convenience.
- F. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight. Any missing tach time should be indicated on the tach time ticket. The operating Pilot will be charged for missing tach time unless so noted on the tach time ticket.
- G. After each flight, the member shall leave the aircraft in a clean condition.
- H. After each flight, the member shall conduct a full post-flight check and place the aircraft in its tie-down position unless the next member to fly is on hand to take over.
- I. After each flight, the member is responsible for completing a tach ticket for the completed flight and placing the original copy in the mailbox located adjacent to the plane tie-down.
- J. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- K. Each club member shall report to the Board of Directors within 48 hours any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

5. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
 1. Tach Time
 2. Monthly Dues
 3. Late Fees
 4. Credits for Fuel and Oil
 5. Credits for Maintenance

Pompano Beach Flying Club

OPERATIONAL RULES

- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.
- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors.
- D. **Late Fees.** Invoices are due by the 15th of each month. A grace period of seven (7) days will be given to allow for mail time and other delays. Each member will be charged a late fee for payments of amounts due, including previous amounts outstanding, received by the Treasurer after the 22nd of the calendar month.
- E. **Minimum Tach Time.** No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.
- F. **Credits for Fuel and Oil.** On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account after such receipts are presented to the Treasurer. Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer.
- G. **Credits for Maintenance.** All maintenance must be authorized by the Club's Maintenance Coordinator, his assistant or, in their absence, any Club Officer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator.

6. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the due date of the 15 of the month, or for use of a club aircraft by members in a No-fly status.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
 - Non-payment of all amounts owed to club which exceed the buy in amount, currently \$1,700.
 - Use of a club aircraft in violation of the Club's insurance requirements.

Pompano Beach Flying Club

OPERATIONAL RULES

7. Changes and Amendments:

- A. Changes in, or amendments to these Operational Rules may be effected only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

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 28

Pompano Beach Flying Club - Operational Rules

(with Plaintiffs' Summary of Changes)

May 12, 2020

Summary of Operational Rules Changes

This document contains detailed analysis of all changes between two versions of the Operational Rules for the Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club. The order of the sections within this document is:

- Description of Comparison
- Summary of Changes
- Details of all Changes
- The Complete Operational Rules Document As Revised

Description of Comparison

*The following changes were found in the Operational Rules **Revised 05/12/2020** compared to the Operational Rules **Revised 10/11/2013**. General description of the change is preceded by presentation of all sections of revised text as ~~redline~~/new text/~~relocated~~ unchanged text.*

This revision included four dozen changes, many substantive. In the text comparison section that follows this outline, some liberty has been taken to alter some numbers and letters in order to make the changes as clear as possible. What follows is a summary of the changes, along with the intent or effect where they can conclusively be determined.

Summary of Changes

- Inserts "Club-approved CFI" provisions, but scope/effect of the change is unclear. (2.A-B)
- Restricts student solo flight to that endorsed by their CFI. (2.B.5)
- Allows Student pilot to be a Club member. (2.C.2)
- Removed Third Class Medical Certificate minimum requirement. (2.C.3)
- Removed 300 hours total time minimum requirement. (2.C.4)
- Removed instrument rating in-lieu-of 300 hours total time minimum requirement. (2.C.4)
- Inserts limitations if checked out in smaller aircraft. (2.C.4)
- Requires all flights to be reflected in Schedule Master before checkout/flight. (3.A)
- Requires members to timely update Schedule Master with delays or cancellation. (3.B)
- Inserts limit of three reservations that can be in Schedule Master at the same time. (3.E)
- Moved existing language about minimum tach time from Section 5 to Section 3. (3.G)
- Obligates members not to exceed the "maximum outstanding balance." (4.A)
- Inserts new reservation limitations on members who don't pay their bills on time. (4.B)
- Inserts a variety of reporting now required to Schedule Master. (4.C-E).
- Adds requirement of member to report damage or problems to a Board Member. (4.F)
- Removes requirement to note any missing tach time. (4.G)
- Removes penalty for not reporting missing tach time. (4.G)
- Inserts provision that planes must be hosed down if flown to the Bahamas. (4.I)
- Changes tach time post-flight reporting from mailbox to Schedule Master. (4.J)
- Adds policy that members must refuel and properly secure the aircraft after flights. (4.K)
- Adds policies for aircraft returning after close of business. (4.K)
- Adds policy prohibiting smoking or e-cigarettes in Club aircraft or in the hangar. (4.L)

Source of old Rules:

<https://web.archive.org/web/20160627064442/http://www.pompanoflyingclub.com/wp-content/uploads/2016/04/OperationalRules1-1-2015Rev.doc>

Source of new Rules:

File emailed to Club members on May 12, 2020: **proposed revision for 051320.pdf**

- Adds lost key replacement charge provision, but does not specify the charge. (4.M)
- Adds that plane keys are Club property and must be returned when leaving the Club or upon request from the Board of Directors. (4.N)
- Changes “48 hours” to “immediately” for reporting any incident/accident. (4.P)
- Adds “lost keys, cleanliness of aircraft” to “Late Fees,” but does not state fees. (5.A.3)
- Adds “Lost keys, Cleanliness of aircraft” to “Late Fees,” but does not state about lost keys or cleanliness of aircraft. (5.D)
- Adds 10% late fee if invoice not paid by the 22nd of the billing month. (5.D)
- Adds requirement for credit card to be put on file if account is late twice in 12 months. (5.D)
- Adds Lost Keys, this time specifying “10.00 \$” fee per lost key [conversion to U.S. = \$10]. (5.E)
- Adds an escalating penalty scheme for violations of check-in, cleaning, and securing policies with warning for first “offence” [conversion to U.S. dictionary = “offense”], a “35.00 \$” fee [again, conversion to U.S. = \$35] for the second “offence,” and possible expulsion from the Club by the Board for any more such “offences.” *Note: The higher governing Club’s By-Laws only allow expulsion if 2/3 of the membership vote to do that after the member has at least 10 days written notice of the allegations (See By-Laws Article VI, Section 7).*
- Inserts “SheltAir average monthly fuel cost” as basis for cross-country fuel reimbursement. (5.G)
- Inserted reference to “Attachment A 1a,” but “Attachment A 1a” was renumbered “A 2.” (5.G)
- Inserts allowance for a Board Member to approve credits for maintenance. (5.H)
- Adds provision to expulsion consideration policy where member has been found “liable” for “repeated late payments” or flew when on “No-fly” status. (6.A)
- Adds consideration for expulsion will occur if it is claimed there were “repeated violations where the member [had] been found liable at least twice before.” (6.A)
- Changed the limit someone could owe the club from exceeding “the buy in amount, currently \$1,700” to exceeding \$800 as shown on “Attachment ‘A’”. (6.B)
- Inserts that returning inactive members may be subject to CFI checkout. (7)
- Attachment “A”:
 - Increased rate for N47LH & N30877 from \$120/hour to \$140/hour wet.
 - Increased rate for N8633E & N7696F from \$107/hour to \$115/hour wet.
 - Removed rate for N5446.
 - Changed rate for N2921S from \$165/hour wet to \$120/hour dry.
 - Inserted rate of N81250 of \$75/hour dry.
 - Increased dues from \$140 to \$165/month.
 - Inserted maximum outstanding balance of \$800.
 - Removed ability for non-member to receive \$100 membership referral award.
 - Changed maximum membership from 50 total members to 16 members/aircraft. *Note: The Club’s higher governing Articles of Incorporation have capped membership at 50 members since 1970. (See Articles of Incorporation, Article III)*
 - Changed terms for new membership from \$1,700 refundable Membership Fee to “499.00 \$” [conversion to U.S. = \$499] non-refundable Membership Fee plus a “1.00 \$” [conversion to U.S. = \$1] “cost of one share in the club.” *Note: The Articles of Incorporation explicitly state that shares in the Club may not be assigned any “par” value. (See Articles of Incorporation, Article III)*

Source of old Rules:

<https://web.archive.org/web/20160627064442/http://www.pompanoflyingclub.com/wp-content/uploads/2016/04/OperationalRules1-1-2015Rev.doc>

Source of new Rules:

File emailed to Club members on May 12, 2020: **proposed revision for 051320.pdf**

Details of All Changes

Sections 2.A. and 2.B. (Page 1)

A. Only a Club member **and Club approved CFI** may operate a Club aircraft.

B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times **except club approved CFI**.

Section 2.B.5. (Page 1) (new provision)

5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI.

Section 2.C.2. (Page 1-2) (numerous changes)

C. All Flying Club members must [...]

2. Have a **Student**, Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.

3. Have a current and valid medical certificate (at least Third-Class).

[...]

4. Have at least 300 hours of total logged flight time, or, have an Instrument Rating.

Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. **If checkout is done in lesser size aircraft limitations will be imposed.** (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)

5. Additional Requirements to fly the Cherokee 6:

[this section, formerly numbered 7, was renumbered, but without any substantial changes]

Section 3.A. (Page 2)

A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made ~~on~~using the on-line ~~ScheduleMaster~~Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at ~~ScheduleMaster~~Schedule Master. All flights must be reflected in Schedule Master before start of flight and checkout.

Section 3.B. (Page 2)

B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must ~~notify the~~update reservation site ~~of~~in **Schedule Master when** any ~~delay~~delays or cancellation occur one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.

Section 3.E. (Page 3) (new item)

E Max 3 reservations is allowed at any time for same pilot.

Section 3.E.i. (Page 3) (renumbered as "E.i" from previous "D1")

i. Any single reservation for seven (7) days or more ~~require~~requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.

Section 3.F. (Page 3) (not present/missing)

Section 3.G. (Page 3) (this is a new item at this location, but was moved, verbatim, from 5.E.)

G. Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

Section 4.A. (Page 3)

A. It is the responsibility of each member to keep his/her account current **and not exceed maximum outstanding balance.** Any amounts due are required to be paid by the 15th of each calendar month...

Section 4.B. (Page 3) (new item, pushing remaining letters down)

B. Any member who has failed to pay in full by the 22th will incur a late charge of 10% . Any member who incurs a late fee twice in a 12-month period will be required to put a credit card on file. If a member's payment is not received by the 25th of the month, he or she will be suspended from using Club aircraft, and all schedules between the 26th of the current month and 15th of the following month will be deleted. If payment is not made by the 15th of the following month, all future reservations will be deleted. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension can only be rescheduled if that time is still available.

Section 4.C. (Page 3)

BC. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. **Complete the preflight in ScheduleMaster for the aircraft in use.**

Section 4.D. (Page 3)

CD. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in the aircraft "~~Squawk Book~~**Schedule Master, under "Resource Info Tab", "Maintenance", "Squawks, "Aircraft"**".

Section 4.E. (Page 3)

DE. Problems involving safety of flight or airworthiness must be noted in the aircraft "Squawk Book", located section in each aircraft and reported to the Maintenance Coordinator or his assistant Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.

Section 4.F. (Page 3)

EF. All damage or problems entered in the Squawk Book Schedule Master must also be reported to the Maintenance Coordinator or his assistant one of the Board Members by e-mail at member's earliest convenience.

Section 4.G. (Page 3)

FG. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight. Any missing tach time should be indicated on the tach time ticket. The operating Pilot will be charged for missing tach time unless so noted on the tach time ticket.

Section 4.I. (Page 4)

HI. After each flight flights to Bahamas, the plane needs to be completely hosed down.

Section 4.J. (Page 4)

J. After each flight, the member shall conduct a full post-flight check and place the complete the postflight in ScheduleMaster including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.

I. After each flight, the member is responsible for completing a tach ticket for the completed flight and placing the original copy in the mailbox located adjacent to the plane tie-down.

Section 4.K. (Page 4) (new items 4.K-4.N inserted before to prior 4.J which is now 4.O)

JK. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs.

L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar

M. Any lost aircraft Key will result in a replacement charge per key.

N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.

Section 4.P. (Page 4)

KP. Each club member shall report to the Board of Directors within 48 hours immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

Section 5.A.3. (Page 4)

3. Late Fees, lost keys, cleanliness of aircraft

Section 5.D. (Page 4)

D. Late Fees.—, Lost Keys, Cleanliness of aircraft. Invoices are due by the 15th -of each month.- A grace period of seven (7) days will be given to allow for mail time and other delays. Each member will be charged a late fee for payments of amounts due, including previous amounts outstanding, 10% if received by the Treasurer after the 22nd of the calendar month. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.

Section 5.E. and 5.F. (Page 4) (new items)

E. Lost Keys, there will be a 10.00 \$ fee for each of the lost keys.

F. Aircraft not properly checked in, there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1st offence -warning. 2nd offence 35.00 \$ fee. Upon more than 2 offences, member could be expelled by the board.

Section 5.G. (Page 4) (this item was moved, verbatim, to 3.G.)

~~Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.~~

Section 5.G. (Page 4)

FG. Credits for Fuel and Oil. On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account after such receipts are presented to the Treasurer. Fuel cost will be credited up to SheltAir average monthly fuel cost per Gallon. See attachment A 1a

Section 5.H. (Page 5)

GH. Credits for Maintenance. Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. ~~G. Credits for Maintenance. All maintenance must be authorized by the Club's Maintenance Coordinator, his assistant or, in their absence, any Club Officer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator.~~ **or board member**

Section 6.A. (Page 5)

A. [...] Expulsion will be considered for repeated late payments of invoices past the due date of the 15 of the month ~~months~~, or for use of a club aircraft by members in a No-fly status, **or other repeated violations where the member have been found liable at least twice before.**

Section 6.B. (Page 5)

B. Automatic Expulsion. Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-

- Non-payment of all amounts owed to club which exceed the buy in amount, currently \$1,700 **exceeding the maximum balance owed ref attachment A4.**
- Use of a club aircraft in violation of the Club's insurance requirements.

Section 7. (Page 5) *(this is a new item at this location, but was moved, verbatim, from Attachment A.7. but with text added at the end, pushing the pre-existing 7 to 8).*

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. May also be subject to a club CFI check out per paragraph 2.

Section 8. (Page 5)

A. Changes ~~into~~, or amendments to these Operational Rules may be effected **approved** only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

ATTACHMENT "A" 1. (Page 6)

1. Hourly Rate N47LH & N30877 Piper Archer \$ ~~120~~**140.00** per hour wet rate based on tachometer time.

N8633E & N7696F Warrior \$ 115.00 per hour wet rate Based on tachometer time.

N54476

N2921S

Cherokee 6-300 \$ 165.00 per hour wet rate

\$ 120.00 per hour dry rate based on tachometer time.

Note—Tachometer time is engine time at 2500 RPM.

1a. 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 SheltAir. Submit your fuel receipt with your payment and your next bill will be credited.

23. Monthly Dues \$140 165.00

4. Maximum outstanding balance on account, \$800.00

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

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

7. Membership in Club is limited to ~~50~~16 members per aircraft active members. An inactive member is defined as a member who has been granted an inactive status under item section 7 below. The Club's membership may be increased based on the number of inactive members.

68. Membership Fee non-refundable is ~~\$499.00~~\$ 499.00 plus a 1,700.00 \$ 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 Membership Fee cost of \$1,700 the share will be refunded less any outstanding balances.

ATTACHMENT "A" 7. (Page 6) (this item was moved, verbatim, to a new Section 7.)

~~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.~~

Pompano Beach Flying Club

OPERATIONAL RULES

1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
 - 1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
 - 2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
 - 3. Use of the Club aircraft for commercial purposes is prohibited.
 - 4. Use of the Club aircraft for charitable purposes is prohibited.
 - 5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.

2. Pilot Eligibility:

- A. Only a Club member and Club approved CFI may operate a Club aircraft.
 - 1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times except club approved CFI.
 - 1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
 - 2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
 - 3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
 - 4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.
 - 5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI.

(The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)

- C. All Flying Club members must meet the following Club Insurance requirements (***flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot***)
 - 1. Must be a Club member.
 - 2. Have a Student, Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.

Pompano Beach Flying Club

OPERATIONAL RULES

3. Have a current and valid medical certificate

Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).

4. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. If checkout is done in lesser size aircraft limitations will be imposed. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)
5. Additional Requirements to fly the Cherokee 6:
 - a) Have at least 200 hours of total logged flight time;
 - b) Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210 or;
 - c) Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210;
 - d) Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days;
Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.
- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period (the 15th plus 7 days, = the 22nd of the month) or who do not meet the requirements of section 2C.

3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made using the on-line Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at Schedule Master. All flights must be reflected in Schedule Master before start of flight and checkout.
- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must update reservation in Schedule Master when any delays or cancellation occur one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see E below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances)

Pompano Beach Flying Club

OPERATIONAL RULES

- E. Max 3 reservations is allowed at any time for same pilot.
 - i. Any single reservation for seven (7) days or more requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.
 - ii. Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.

- G. Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current and not exceed maximum outstanding balance. Any amounts due are required to be paid by the 15th of each calendar month. If a member fails to pay any amounts due by the due date of the 15th of each month plus a seven (7) day grace period, the member is automatically placed on a “NO-FLY” status without any notification by the Club.
- B. Any member who has failed to pay in full by the 22th will incur a late charge of 10% . Any member who incurs a late fee twice in a 12-month period will be required to put a credit card on file. If a member’s payment is not received by the 25th of the month, he or she will be suspended from using Club aircraft, and all schedules between the 26th of the current month and 15th of the following month will be deleted. If payment is not made by the 15th of the following month, all future reservations will be deleted. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension can only be rescheduled if that time is still available.
- C. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. Complete the preflight in ScheduleMaster for the aircraft in use.
- D. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in Schedule Master, under “Resource Info Tab”, “Maintenance”, “Squawks”, “Aircraft”.
- E. Problems involving safety of flight or airworthiness must be noted in the aircraft “Squawk section in Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- F. All damage or problems entered in Schedule Master must also be reported to one of the Board Members by e-mail at member’s earliest convenience.
- G. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight.
- H. After each flight, the member shall leave the aircraft in a clean condition.

Pompano Beach Flying Club

OPERATIONAL RULES

- I. After flights to Bahamas, the plane needs to be completely hosed down.
- J. After each flight, the member shall conduct a full post-flight check and complete the postflight in ScheduleMaster including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.
- K. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs.
- L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar
- M. Any lost aircraft Key will result in a replacement charge per key.
- N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.
- O. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- P. Each club member shall report to the Board of Directors immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

5. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
 - 1. Tach Time
 - 2. Monthly Dues
 - 3. Late Fees, lost keys, cleanliness of aircraft
 - 4. Credits for Fuel and Oil
 - 5. Credits for Maintenance
- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.
- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors.
- D. **Late Fees, Lost Keys, Cleanliness of aircraft.** Invoices are due by the 15th of each month. A grace period of seven (7) days will be given to allow for mail time and other delays. Each member will be charged a late fee of 10% if received by the Treasurer after the 22nd of the calendar month. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.
- E. **Lost Keys,** there will be a 10.00 \$ fee for each of the lost keys.
- F. **Aircraft not properly checked in,** there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1st offence -warning. 2nd offence 35.00 \$ fee.
Upon more than 2 offences, member could be expelled by the board.
- G. **Credits for Fuel and Oil.** On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account

Pompano Beach Flying Club

OPERATIONAL RULES

after such receipts are presented to the Treasurer. Fuel cost will be credited up to SheltAir average monthly fuel cost per Gallon. See attachment A 1a

- H. **Credits for Maintenance.** Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator or board member

6. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the due date of the 15 of the months, or for use of a club aircraft by members in a No-fly status, or other repeated violations where the member have been found liable at least twice before.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
- Non-payment of all amounts owed to club which exceeding the maximum balance owed ref attachment A4.
 - Use of a club aircraft in violation of the Club's insurance requirements.

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. May also be subject to a club CFI check out per paragraph 2.

8. Changes and Amendments:

- A. Changes to, or amendments to these Operational Rules may be approved only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

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 29

Pompano Beach Flying Club - Operational Rules

(with Plaintiffs' Summary of Changes)

July 6, 2020

Summary of Operational Rules Changes

This document contains detailed analysis of all changes between two versions of the Operational Rules for the Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club. The order of the sections within this document is:

- Description of Comparison
- Summary of Changes
- Details of all Changes
- The Complete Operational Rules Document As Revised

Description of Comparison

*The following change was found in the Operational Rules **Revised 07/06/2020** compared to the Operational Rules **Revised 05/12/2020**. General description of the change is preceded by presentation the revised text as redline/new text.*

This revision included only one change.

Summary of Change

The only change in this revision is that it lowers the maximum outstanding balance on account from \$800 to \$500.

Details of Change

Attachment "A"

4. Maximum outstanding balance on account, ~~\$800~~500.00

Pompano Beach Flying Club

OPERATIONAL RULES

1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
 - 1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
 - 2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
 - 3. Use of the Club aircraft for commercial purposes is prohibited.
 - 4. Use of the Club aircraft for charitable purposes is prohibited.
 - 5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.

2. Pilot Eligibility:

- A. Only a Club member and Club approved CFI may operate a Club aircraft.
 - 1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times except club approved CFI.
 - 1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
 - 2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
 - 3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
 - 4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.
 - 5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI.

(The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)

- C. All Flying Club members must meet the following Club Insurance requirements (***flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot***)
 - 1. Must be a Club member.
 - 2. Have a Student, Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.

Pompano Beach Flying Club

OPERATIONAL RULES

3. Have a current and valid medical certificate

Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).

4. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. If checkout is done in lesser size aircraft limitations will be imposed. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)
5. Additional Requirements to fly the Cherokee 6:
 - a) Have at least 200 hours of total logged flight time;
 - b) Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210 or;
 - c) Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210;
 - d) Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days;
Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.
- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period (the 15th plus 7 days, = the 22nd of the month) or who do not meet the requirements of section 2C.

3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made using the on-line Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at Schedule Master. All flights must be reflected in Schedule Master before start of flight and checkout.
- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must update reservation in Schedule Master when any delays or cancellation occur one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see E below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances)

Pompano Beach Flying Club

OPERATIONAL RULES

- E. Max 3 reservations is allowed at any time for same pilot.
 - i. Any single reservation for seven (7) days or more requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.
 - ii. Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.

- G. Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current and not exceed maximum outstanding balance. Any amounts due are required to be paid by the 15th of each calendar month. If a member fails to pay any amounts due by the due date of the 15th of each month plus a seven (7) day grace period, the member is automatically placed on a “NO-FLY” status without any notification by the Club.
- B. Any member who has failed to pay in full by the 22th will incur a late charge of 10% . Any member who incurs a late fee twice in a 12-month period will be required to put a credit card on file. If a member’s payment is not received by the 25th of the month, he or she will be suspended from using Club aircraft, and all schedules between the 26th of the current month and 15th of the following month will be deleted. If payment is not made by the 15th of the following month, all future reservations will be deleted. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension can only be rescheduled if that time is still available.
- C. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. Complete the preflight in ScheduleMaster for the aircraft in use.
- D. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in Schedule Master, under “Resource Info Tab”, “Maintenance”, “Squawks”, “Aircraft”.
- E. Problems involving safety of flight or airworthiness must be noted in the aircraft “Squawk section in Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- F. All damage or problems entered in Schedule Master must also be reported to one of the Board Members by e-mail at member’s earliest convenience.
- G. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight.
- H. After each flight, the member shall leave the aircraft in a clean condition.

Pompano Beach Flying Club

OPERATIONAL RULES

- I. After flights to Bahamas, the plane needs to be completely hosed down.
- J. After each flight, the member shall conduct a full post-flight check and complete the postflight in ScheduleMaster including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.
- K. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs.
- L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar
- M. Any lost aircraft Key will result in a replacement charge per key.
- N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.
- O. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- P. Each club member shall report to the Board of Directors immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

5. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
 - 1. Tach Time
 - 2. Monthly Dues
 - 3. Late Fees, lost keys, cleanliness of aircraft
 - 4. Credits for Fuel and Oil
 - 5. Credits for Maintenance
- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.
- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors.
- D. **Late Fees, Lost Keys, Cleanliness of aircraft.** Invoices are due by the 15th of each month. A grace period of seven (7) days will be given to allow for mail time and other delays. Each member will be charged a late fee of 10% if received by the Treasurer after the 22nd of the calendar month. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.
- E. **Lost Keys,** there will be a 10.00 \$ fee for each of the lost keys.
- F. **Aircraft not properly checked in,** there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1st offence -warning, 2nd offence 35.00 \$ fee.
Upon more than 2 offences, member could be expelled by the board.
- G. **Credits for Fuel and Oil.** On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account

Pompano Beach Flying Club

OPERATIONAL RULES

after such receipts are presented to the Treasurer. Fuel cost will be credited up to SheltAir average monthly fuel cost per Gallon. See attachment A 1a

- H. **Credits for Maintenance.** Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator or board member

6. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the due date of the 15 of the months, or for use of a club aircraft by members in a No-fly status, or other repeated violations where the member have been found liable at least twice before.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
- Non-payment of all amounts owed to club which exceeding the maximum balance owed ref attachment A4.
 - Use of a club aircraft in violation of the Club's insurance requirements.

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. May also be subject to a club CFI check out per paragraph 2.

8. Changes and Amendments:

- A. Changes to, or amendments to these Operational Rules may be approved only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

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, \$500.00

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 30

Pompano Beach Flying Club - Operational Rules

(with Plaintiffs' Summary of Changes)

August 12, 2020

Summary of Operational Rules Changes

This document contains detailed analysis of all changes between two versions of the Operational Rules for the Pompano Senior Squadron Flying Club, Inc., dba Pompano Beach Flying Club. The order of the sections within this document is:

- Description of Comparison
- Summary of Changes
- Details of all Changes
- The Complete Operational Rules Document As Revised

Description of Comparison

*The following changes were found in the Operational Rules **Revised 08/12/2020** compared to the Operational Rules **Revised 07/06/2020**. General description of the change is preceded by presentation of all sections of revised text as redline/new text.*

Summary of Changes

This revision partially reflects the new “pay as you fly” policy. Where bills for the previous month’s flying used to be due on the 15th of the month with a grace period up to the 22nd of the month before late-payment penalties would be applied, the payment for flying is now due after flight, but there is a grace period 14 days before the account will be considered overdue. Also, aircraft refueling is now a required function of properly checking in after flying.

However, the payment changes were not uniformly implemented in policy language. There remain old references to bills due by the 15th of the month with a grace period up to the 22nd of the month, there is no explanation as to when the clock starts on the new 14-day grace period, and there is no explanation as to what the new deadline might be for paying dues. Additionally, this revision introduces of a new term of unknown meaning: grace periode.

Details of All Changes

Section 2.D. (Page 2):

D. Club aircraft may not be flown by members who are on a “NO-FLY” status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period (the 15th plus 7 days, = the 22nd of the month) of 14 days or who do not meet the requirements of section 2C.

Section 5.D. (Page 4):

D. Late Fees, Lost Keys, Cleanliness of aircraft. Invoices are due by the 15th of each month. We now pay as we fly. A grace period of seven (~~7~~**fourteen (14)**) days will be given to allow for mail time and other delays. Each member will be charged a late fee of 10% if received by the Treasurer after the 22nd of the calendar month 14 Days grace period. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.

Section 5.F. (Page 4):

F. Aircraft not properly checked in including refueling, there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1st offence -warning. 2nd offence 35.00 \$ fee. Upon more than 2 offences, member could be expelled by the board.

Section 6.A. (Page 5):

A. Violation of Rules. A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the due date of the 15 of the months grace period, or for use of a club aircraft by members in a No-fly status, or other repeated violations where the member have been found liable at least twice before.

Pompano Beach Flying Club

OPERATIONAL RULES

1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
 - 1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
 - 2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
 - 3. Use of the Club aircraft for commercial purposes is prohibited.
 - 4. Use of the Club aircraft for charitable purposes is prohibited.
 - 5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.

2. Pilot Eligibility:

- A. Only a Club member and Club approved CFI may operate a Club aircraft.
 - 1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times except club approved CFI.
 - 1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
 - 2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
 - 3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
 - 4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.
 - 5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI.

(The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)

- C. All Flying Club members must meet the following Club Insurance requirements (***flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot***)
 - 1. Must be a Club member.
 - 2. Have a Student, Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.

Pompano Beach Flying Club

OPERATIONAL RULES

3. Have a current and valid medical certificate

Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).

4. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. If checkout is done in lesser size aircraft limitations will be imposed. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)

5. Additional Requirements to fly the Cherokee 6:

- a) Have at least 200 hours of total logged flight time;
- b) Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210 or;
- c) Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210;
- d) Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days;
Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.

- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period of 14 days or who do not meet the requirements of section 2C.

3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made using the on-line Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at Schedule Master. All flights must be reflected in Schedule Master before start of flight and checkout.
- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must update reservation in Schedule Master when any delays or cancellation occur one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see E below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances)

Pompano Beach Flying Club

OPERATIONAL RULES

- E. Max 3 reservations is allowed at any time for same pilot.
 - i. Any single reservation for seven (7) days or more requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.
 - ii. Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.
- G. Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current and not exceed maximum outstanding balance. Any amounts due are required to be paid by the 15th of each calendar month. If a member fails to pay any amounts due by the due date of the 15th of each month plus a seven (7) day grace period, the member is automatically placed on a “NO-FLY” status without any notification by the Club.
- B. Any member who has failed to pay in full by the 22th will incur a late charge of 10% . Any member who incurs a late fee twice in a 12-month period will be required to put a credit card on file. If a member’s payment is not received by the 25th of the month, he or she will be suspended from using Club aircraft, and all schedules between the 26th of the current month and 15th of the following month will be deleted. If payment is not made by the 15th of the following month, all future reservations will be deleted. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension can only be rescheduled if that time is still available.
- C. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. Complete the preflight in ScheduleMaster for the aircraft in use.
- D. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in Schedule Master, under “Resource Info Tab”, “Maintenance”, “Squawks”, “Aircraft”.
- E. Problems involving safety of flight or airworthiness must be noted in the aircraft “Squawk section in Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- F. All damage or problems entered in Schedule Master must also be reported to one of the Board Members by e-mail at member’s earliest convenience.
- G. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight.
- H. After each flight, the member shall leave the aircraft in a clean condition.
- I. After flights to Bahamas, the plane needs to be completely hosed down.

Pompano Beach Flying Club OPERATIONAL RULES

- J. After each flight, the member shall conduct a full post-flight check and complete the postflight in ScheduleMaster including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.
- K. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs.
- L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar
- M. Any lost aircraft Key will result in a replacement charge per key.
- N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.
- O. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- P. Each club member shall report to the Board of Directors immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

5. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
 - 1. Tach Time
 - 2. Monthly Dues
 - 3. Late Fees, lost keys, cleanliness of aircraft
 - 4. Credits for Fuel and Oil
 - 5. Credits for Maintenance
- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.
- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors.
- D. **Late Fees, Lost Keys, Cleanliness of aircraft.** We now pay as we fly. A grace period of fourteen (14) days will be given to allow for mail time and other delays. Each member will be charged a late fee of 10% if received after the 14 Days grace period. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.
- E. **Lost Keys,** there will be a 10.00 \$ fee for each of the lost keys.
- F. **Aircraft not properly checked in including refueling,** there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1st offence -warning. 2nd offence 35.00 \$ fee.
Upon more than 2 offences, member could be expelled by the board.
- G. **Credits for Fuel and Oil.** On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account after such receipts are presented to the Treasurer. Fuel cost will be credited up to SheltAir average monthly fuel cost per Gallon. See attachment A 1a

Pompano Beach Flying Club

OPERATIONAL RULES

- H. **Credits for Maintenance.** Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator or board member

6. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the grace periode, or for use of a club aircraft by members in a No-fly status, or other repeated violations where the member have been found liable at least twice before.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
- Non-payment of all amounts owed to club which exceeding the maximum balance owed ref attachment A4.
 - Use of a club aircraft in violation of the Club's insurance requirements.

- 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. May also be subject to a club CFI check out per paragraph 2.

8. Changes and Amendments:

- A. Changes to, or amendments to these Operational Rules may be approved only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

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, \$500.00

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 31

IRS Form 990 for 2008

Received January 16, 2009

Form **990-EZ**

Short Form Return of Organization Exempt From Income Tax

OMB No 1545-1150

2008

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)
▶ Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$1,000,000 and total assets less than \$2,500,000 at the end of the year may use this form
▶ The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2008 calendar year, or tax year beginning , 2008, and ending , 20

| | | | | | |
|--|---|--|--|--|--|
| B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Termination <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending | Please use IRS label or print or type. See Specific Instructions. | C Name of organization Pompano Senior Squadron Flying Club | | D Employer identification number 59 1416663 | |
| | | Number and street (or P O box, if mail is not delivered to street address); Room/suite PO Box 1762 | | E Telephone number (954) 522-2417 | |
| | | City or town, state or country, and ZIP + 4 Pompano Beach, FL 33061-1762 | | F Group Exemption Number ▶ | |

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

G Accounting method Cash Accrual
Other (specify) ▶

I Website: ▶

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

J Organization type (check only one) — 501(c) (7) ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts, if \$1,000,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I)

| Revenue | 1 | Contributions, gifts, grants, and similar amounts received | 1 |
|------------|---|--|-----------|
| | 2 | Program service revenue including government fees and contracts | 2 40122 |
| | 3 | Membership dues and assessments | 3 32520 |
| | 4 | Investment income | 4 |
| | 5a | Gross amount from sale of assets other than inventory | 5a |
| | 5b | Less: cost or other basis and sales expenses | 5b |
| | 5c | Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a) (attach schedule) | 5c |
| | 6 | Special events and activities (complete applicable parts of Schedule G). If any amount is from gaming, check here <input type="checkbox"/> | |
| | 6a | Gross revenue (not including \$ of contributions reported on line 1) | 6a |
| | 6b | Less: direct expenses other than fundraising expenses | 6b |
| 6c | Net income or (loss) from special events and activities (Subtract line 6b from line 6a) | 6c | |
| 7a | Gross sales of inventory, less returns and allowances | 7a | |
| 7b | Less: cost of goods sold | 7b | |
| 7c | Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a) | 7c | |
| 8 | Other revenue (describe ▶) | 8 | |
| 9 | Total revenue. Add lines 1, 2, 3, 4, 5c, 6c, 7c, and 8. ▶ | 9 72642 | |
| Expenses | 10 | Grants and similar amounts paid (attach schedule) | 10 |
| | 11 | Benefits paid to or for members | 11 |
| | 12 | Salaries, other compensation, and employee benefits | 12 |
| | 13 | Professional fees and other payments to independent contractors | 13 |
| | 14 | Occupancy, rent, utilities, and maintenance | 14 6275 |
| | 15 | Printing, publications, postage, and shipping | 15 167 |
| | 16 | Other expenses (describe ▶ Plane fuel, Maintenance, Insurance and other) | 16 66190 |
| 17 | Total expenses. Add lines 10 through 16. ▶ | 17 72632 | |
| Net Assets | 18 | Excess or (deficit) for the year (Subtract line 17 from line 9) | 18 10 |
| | 19 | Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) | 19 144242 |
| | 20 | Other changes in net assets or fund balances (attach explanation) INCREASE IN PAID IN CAPITAL | 20 6800 |
| | 21 | Net assets or fund balances at end of year. Combine lines 18 through 20. ▶ | 21 151052 |

Part II Balance Sheets. If Total assets on line 25, column (B) are \$2,500,000 or more, file Form 990 instead of Form 990-EZ

(See the instructions for Part II)

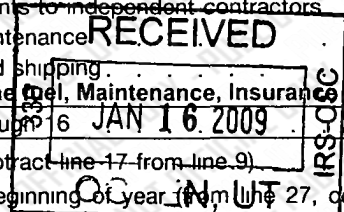
| | (A) Beginning of year | (B) End of year |
|----|-----------------------|-----------------|
| 22 | 1249 | 22 6901 |
| 23 | | 23 |
| 24 | 166950 | 24 166950 |
| 25 | 168199 | 25 173851 |
| 26 | 23957 | 26 22799 |
| 27 | 144242 | 27 151052 |

For Privacy Act and Paperwork Reduction Act Notice, see the Instruction for Form 990.
SOURCE: https://projects.propublica.org/nonprofits/organizations/591416663/

Cat No 106421

Form **990-EZ** (2008)

SCANNED FEB 04 2009



Part V Other Information (Note the statement requirements in the instructions for Part VI.)

| | | Yes | No |
|------------|--|-----|--|
| 33 | Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity | | <input checked="" type="checkbox"/> |
| 34 | Were any changes made to the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes | | <input checked="" type="checkbox"/> |
| 35 | If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining your reason for not reporting the income on Form 990-T | | |
| 35a | a Did the organization have unrelated business gross income of \$1,000 or more or section 6033(e) notice, reporting, and proxy tax requirements? | | <input checked="" type="checkbox"/> |
| 35b | b If "Yes," has it filed a tax return on Form 990-T for this year? | | |
| 36 | Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," complete applicable parts of Schedule N | | <input checked="" type="checkbox"/> |
| 37a | Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a 0 | | |
| 37b | b Did the organization file Form 1120-POL for this year? | | <input checked="" type="checkbox"/> |
| 38a | Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still unpaid at the start of the period covered by this return? | | <input checked="" type="checkbox"/> |
| 38b | b If "Yes," complete Schedule L, Part II and enter the total amount involved | | |
| 39 | Section 501(c)(7) organizations. Enter: | | |
| 39a | a Initiation fees and capital contributions included on line 9 | | 0 |
| 39b | b Gross receipts, included on line 9, for public use of club facilities | | 0 |
| 40a | Section 501(c)(3) organizations Enter amount of tax imposed on the organization during the year under section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____ | | |
| 40b | b Section 501(c)(3) and (4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," complete Schedule L, Part I | | |
| 40c | c Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 | | 0 |
| 40d | d Enter amount of tax on line 40c reimbursed by the organization | | 0 |
| 40e | e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T | | <input checked="" type="checkbox"/> |
| 41 | List the states with which a copy of this return is filed. ▶ None | | |
| 42a | The books are in care of ▶ Christopher Chalfant Telephone no. ▶ (954) 610-0006 Located at ▶ 608 SW 8th Terrace, Ft. Lauderdale, FL ZIP + 4 ▶ 33315 | | |
| 42b | b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. | Yes | No <input checked="" type="checkbox"/> |
| 42c | c At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country: ▶ _____ | | <input checked="" type="checkbox"/> |
| 43 | Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 | | |
| 44 | Did the organization maintain any donor advised funds? If "Yes," Form 990 must be completed instead of Form 990-EZ | | <input checked="" type="checkbox"/> |
| 45 | Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If "Yes," Form 990 must be completed instead of Form 990-EZ | | <input checked="" type="checkbox"/> |

Part VI Section 501(c)(3) organizations only. All section 501(c)(3) organizations must answer questions 46-49 and complete the tables for lines 50 and 51.

- 46** Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I
- 47** Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II
- 48** Is the organization operating a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E
- 49a** Did the organization make any transfers to an exempt non-charitable related organization?
- 49b** If "Yes," was the related organization(s) a section 527 organization?
- 50** Complete this table for the five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."


| | Yes | No |
|------------|-----|----|
| 46 | | |
| 47 | | |
| 48 | | |
| 49a | | |
| 49b | | |

| (a) Name and address of each employee paid more than \$100,000 | (b) Title and average hours per week devoted to position | (c) Compensation | (d) Contributions to employee benefit plans & deferred compensation | (e) Expense account and other allowances |
|--|--|------------------|---|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total number of other employees paid over \$100,000 ▶ | | | | |

- 51** Complete this table for the five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

| (a) Name and address of each independent contractor paid more than \$100,000 | (b) Type of service | (c) Compensation |
|---|---------------------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total number of other independent contractors each receiving over \$100,000 . . . ▶ | | |

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here  | 1-12-08
 Signature of officer | Date
Christopher D. Chalfant, Treasurer
 Type or print name and title

Paid Preparer's Use Only
 Preparer's signature:  | Date: _____
 Check if self-employed
 Firm's name (or yours if self-employed), address, and ZIP + 4: _____ | Preparer's Identifying Number (See instructions): _____
 EIN: _____ | Phone no: () _____

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 32

**Excerpts of Articles of Incorporation, By-Laws, Operational Rules, and Web Site
(compiled by Plaintiffs)**

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.

Articles of Incorporation, Article III, June 17, 1970

ARTICLE V
CERTIFICATES OF STOCK

Sec.1 STOCK OWNERSHIP. 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.

By-Laws, Article V, Revised 5-5-10

Sec. 3. PAYMENTS. A person elected to membership in the Corporation shall become a member upon payment of an initial fee to be determined by the Board. Each member in addition to this initial payment shall pay a monthly payment set by the Board. In addition, each member shall pay a specified hourly rate as required in the Operational Rules for each hour indicated by the tachometer on the aircraft flown by the member.

By-Laws, Article VI, Section 3, Revised 5-5-10

Sec. 6. WITHDRAWAL FROM MEMBERSHIP. In the event a member wishes to withdraw from the Corporation, he shall notify the Corporation of such desire in writing. Within thirty (30) days from the receipt of such notification, provided the member is in good standing in all respects, the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock. If the member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

By-Laws, Article VI, Section 6, Revised 5-5-10

B. Automatic Expulsion. Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-

- Non-payment of all amounts owed to club which exceed the buy in amount, currently \$1,700.
- Use of a club aircraft in violation of the Club's insurance requirements.

Operational Rules, Section 6.B., Revised 10-11-13

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.

Operational Rules, Attachment "A," Revised 10-11-13

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.

<http://pompanobeachflyingclub.com/blog/> - 05/20/2020 12:11:21

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.

<http://pompanobeachflyingclub.com/club-info/> - 05/20/2020 12:04:44

| | | | | |
|------------|----|--|----|--------------|
| Expenses | 10 | Grants and similar amounts paid (attach schedule) | 10 | |
| | 11 | Benefits paid to or for members | 11 | |
| | 12 | Salaries, other compensation, and employee benefits | 12 | |
| | 13 | Professional fees and other payments to independent contractors | 13 | |
| | 14 | Occupancy, rent, utilities, and maintenance | 14 | 6275 |
| | 15 | Printing, publications, postage, and shipping | 15 | 167 |
| | 16 | Other expenses (describe ▶ Plane Del, Maintenance, Insurance and other) | 16 | 66190 |
| | 17 | Total expenses. Add lines 10 through 16 | 17 | 72632 |
| Net Assets | 18 | Excess or (deficit) for the year (Subtract line 17 from line 9) | 18 | 10 |
| | 19 | Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) | 19 | 144242 |
| | 20 | Other changes in net assets or fund balances (attach explanation) INCREASE IN PAID IN CAPITAL | 20 | 6800 |
| | 21 | Net assets or fund balances at end of year. Combine lines 18 through 20 | 21 | 151052 |

IRS Form 990 for Calendar Year 2008, Received Jan 16, 2009

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 33

**FAA Letter to Paul Sanchez (1) Regarding Lien Against Club Aircraft (2)
January 6, 2020 (1), December 2, 2019 (2)**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Aviation Safety

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

January 6, 2020

MR PAUL KANOA SANCHEZ
10643 SHORE DR
BOCA RATON FL 33428
[Barcode]

Dear Mr. Sanchez:

The claim of lien concerning PIPER PA-32-300, serial number 32-7940203, N2921S, has been received. The claim of lien filed by Paul Kanoa Sanchez may be recorded upon completing the following requirements:

- a. The enclosed claim of lien is returned to show the date on which labor, services, or materials were last furnished. The submitted claim of lien appears to show the date the items were furnished the first time.
- b. The State of Florida requires a claim of lien to be acknowledge before a notary public. It does not appear as though the claim of lien has been notarized.

If you require further assistance, please contact the Aircraft Registration Branch at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

LANDON CHANDLER
Legal Instruments Examiner
Aircraft Registration Branch

Enclosure: s/a

Paul Kanoa Sanchez
10643 Shore Drive
Boca Raton, Florida 33428-5645
305-389-1742
sanchezpaulk@mac.com

Notice of Lien

STATE OF Florida

COUNTY OF Palm Beach.

Paul Kanoa Sanchez whose address is 10643 Shore Drive, Boca Raton, Florida 33428; and that in accordance with a contract with Pompano Senior Squadron Flying Club (2929 S OCEAN BLVD APT 510 — Boca Raton, Florida 33432-8323), lienor furnished labor, services, or materials consisting of \$36,000 on the following described real property in Palm Beach County, Piper PA-32-300 Cherokee Six N2921S (s/n 32-7940203): owned by Pompano Senior Squadron Flying Club of a total value of \$136,000, of which there remains unpaid principal of \$36,000, plus finance charges through 1 December, 2019, in the amount of \$4,555.41, and additional finance charges that accrue (10% per annum compounded daily) to the date of payment; and furnished the first of the items on 25 September, 2018, that the lienor served his notice to owner on 25 September, 2018 , by email.

Signature of Lienor/Agent



Signed 2 December 2019

Printed Name of Lienor/Agent Paul Kanoa Sanchez

Address 10643 Shore Drive — Boca Raton, Florida 33428

1934008560381
\$5.00 12/08/2019

FILED WITH FAA
AIRCRAFT REGISTRATION SR

2019 DEC -6 A 11: 05

OKLAHOMA CITY
OKLAHOMA

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 34

**Pompano Beach Flying Club, Profit and Loss Statement
July 1-31, 2020**

Profit and Loss

Pompano Beach Flying Club

Date Range: Jul 01, 2020 to Jul 31, 2020



Jul 01, 2020
to Jul 31, 2020

ACCOUNTS

Income

| | |
|-------------------------------|--------------------|
| Interest Income | \$0.21 |
| Member admission Fee | \$1,996.00 |
| Miscellaneous Revenue | \$288.28 |
| N2921S Income -Other | \$938.45 |
| N81250 Income - Other | \$197.03 |
| Program Income – FT21S | -\$1,256.64 |
| Program Income – FT250 | -\$513.00 |
| Program Income – Flight Hours | \$23,619.15 |
| Total Income | \$25,269.48 |

Total Cost of Goods Sold **\$0.00**

Gross Profit **\$25,269.48**
As a percentage of Total Income **100.00%**

Operating Expenses

| | |
|---------------------------|-------------|
| Accounting Fees | \$137.00 |
| Fuel | \$2,812.67 |
| General Fleet Maintenance | \$212.60 |
| Insurance - Assets | \$61,252.75 |
| Loan Interest expenses | \$657.23 |

Operating Expenses

| | |
|-----------------------------------|--------------------|
| N30877 Maintenance | \$588.83 |
| N7696F Maintenance | \$288.28 |
| N81250 Maintenance | \$288.28 |
| N8633E Maintenance | \$1,098.96 |
| Office Supplies | \$26.74 |
| Payment processor transaction fee | \$303.74 |
| Postage & Delivery | \$37.16 |
| Rent Expense | \$4,089.60 |
| Uncategorized Expense | \$346.34 |
| Website and Marketing | \$396.10 |
| Total Operating Expenses | \$72,536.28 |

Net Profit**-\$47,266.80****As a percentage of Total Income****-187.05%**

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 35

Pompano Beach Flying Club, Balance Sheet

July 31, 2020

Balance Sheet

Pompano Beach Flying Club

As of Jul 31, 2020



| ACCOUNTS | Jul 31, 2020 |
|-----------------------------|---------------------|
| Assets | |
| Total Cash and Bank | \$30,732.59 |
| Total Other Current Assets | \$15,525.04 |
| Total Long-term Assets | \$239,000.00 |
| Total Assets | \$285,257.63 |
| Liabilities | |
| Total Current Liabilities | \$384,173.26 |
| Total Long-term Liabilities | \$0.00 |
| Total Liabilities | \$384,173.26 |
| Equity | |
| Total Other Equity | -\$108,886.89 |
| Total Retained Earnings | \$9,971.26 |
| Total Equity | -\$98,915.63 |

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 36

Pompano Beach Flying Club Minutes of the Regular Meeting of Members

August 12, 2020 18:00

**Pompano Senior Squadron Flying Club Inc.
DBA
Pompano Beach Flying Club
Minutes of the April Meeting of Members
August 12, 2020
1800**

Location of Meeting:

Location: Virtual Meeting

Platform: ZOOM

Board Members Present:

| | |
|-----------------|------------------|
| President: | Gregory Gilhooly |
| Vice President: | Tor Holm |
| Secretary: | Gregory Galyo |
| Treasurer: | Andrew Bilukha |
| Board Director: | Gregory Worley |

I. Call to Order

The August 2020 Members Meeting of the Pompano Beach Flying Club was called to order at 1812 on August 12, 2020 via ZOOM virtual meeting by President Gregory Gilhooly. There were an additional 13 attendees who joined the virtual meeting; see addendum.

II. Opening Remarks

President: Gave thanks to Ara for staying on top of maintenance of our planes and Greg W for coordinating the weather evacuation along with the 3 pilots who flew the planes out. Will send out, after action report.

Vice President: Been doing improvements on planes parking area.

Treasurer: Thanked Tor on our insurance. Club is doing well.

Secretary: Thanked Greg W for keeping all members informed on evacuation and returning.

Board Director: A lot of action and you'll see some of the great works a lot of people have done.

III. Approval of Previous Minutes (08 July 2020)

- Motion by President for approval of 08 July 2020 minutes, Gregg G 2nd, and board passed 5-0.

IV. Club Financial Report

- For past month we flew 144 hours opposed to previous month of 110 hours.
- Maintenance spend was only @\$2k, probably our lowest.
- Board approved to allocate \$15.00 towards engine reverses on 96F, 33E, & 47LH.
- Gave financial report showed -\$522.00 because of insurance down payment of @\$18k, showed balance sheet.
- Carl K asked if we have a line for membership dues. T- all membership dues are coming through SM, received an error when trying to run ledger. T gave figures but Carl said that amount comes to about 48 members and P said we have about 60. T-talked about members temporarily on hold. Carl said anyone not paying dues should not be counted as a member, just food for thought.
- P asked what long-term assets is, T said aircraft and shop tools.

V. New Business

- Approval of any new members: Welcomed three new members, James and Kathleen Fachtmann, and Facundo Singh. Potentially looking at 7 new members this month.
- First Weather evacuation: Good evacuation, no shortage of pilots to fly. Thanked Josh P, Harry P, Mosart S and Greg Gil for flying our planes to safety.
- Parking: Member received letter on car for parking near pro interior painting; big hanger across from us. Asked manager at Sheltair and still working with property manger to find out if parking is allowed or not. Safe parking is Sheltair parking and west side of our hanger. More to follow when received.
- OpRegs changes (fuel penalty, pay grace period): Have to refuel planes after you fly the plane to the tabs, we approved updated version of OpRegs to a warning and penalty if planes not filled to tabs. This is up to the members to report it, so we can short out the problem with the last member who fly. Someone also

returned the plane with the fuel tank dry, major safety issue who ever is running fuel tank dry. We are also pay as you go, so we updated grace period to 14 days after you fly. Also monthly dues are due 1st of month and you should pay within 14 days or accrue penalties. Be courteous to your fellow pilots and refill the planes. OpRegs will be posted on website.

- CFI's: Insurance company has written in the insurance policy that all CFI's have to be members of the club and pay membership fees. Carl K asked how many CFI are not members, P – about 3 or 4. Carl K said another \$666.00 to tackle insurance issue.

Ron Z commented the members that are dues paying CFI's are; Ron, Ara, Greg Gilhooly and Kevin Tracy. P- commented 1 or 2 more expressed interest and we'll never be short of CFI's.

VI. Old Business

- Maintenance Coordinator ~ Maintenance Update: Fleet is doing well; 8633E found a crack o-ring on left cylinder, hopefully this is the fix to the brakes getting air. Looking for volunteer after plane fixed to fly and test brakes, text Ara.

- We had 4 different airplanes with the upper latch broken due to over torque. When entering airplane from outside, undo upper latch first then main latch. When inside and closing door, main latch then upper latch; when exiting from inside, upper latch first than main latch and when locking airplane from outside, main latch then upper latch. The upper latch is plastic so don't try locking with upper latch or internal part will break.
- Thanked Mosart for taxing 2 airplanes to the shop and helping swap out radio.
- If you find something not right, write the squawk in SM, send pictures of the problem if you can.

- Payment options (E-check is approved): tremendous amount of paperwork but final approved. E-Check is .075% fee, cheaper than Credit Card. Example it will cost \$1.24 to pay for your monthly dues with E-Check. In SM, select another form of payment and list your bank routing & account numbers.

- Also working with JP Morgan chase for cheaper credit card procession of 2.9% compared to current 3.5%.
- Carl K asked if Zelle can be added, T-SM does not support Zelle, T and Assist T still supports everyone's Zelle payments, but it may take a day or two for them to process. Secretary commented that it has been put out, you

get your invoices on SM, you can still pay by Zelle or check etc but time to clear is the factor as SM will suspend schedule if you are at your \$500.00 limit until you pay it down. As Treasurer said, it's best to use CC, E-check or Zelle and if someone uses a check, they can also send e-check.

- 21S/82150 “Ron and Paul Any Comments”:
 - 21S Ron-just spent \$1,600 to get wheel pants repaired and painted because of larger wheel chocks. You load up the airplane, remove the front chock, then taxi away and the rear chocks get caught up in wheel pants and breaks them. Ron added low profile chocks in airplane when away from home base. Pants still off until everyone complies.
 - Ron has been Chief Pilot about 6 years and getting hard with insurance restrictions and not fair to others, so asked for a replacement and will stay on until someone identified. P-thanked Ron for his hard work and dedication to the club.
 - 82150 Paul – is coming up on or past it's 100 hours inspection by a few. Annual inspection starting 30 Sept. Thinking about having autopilot installed.
 - Paul asked what the interest is to increase the gross weight from 2325 to 2440 an extra 115lbs with an STC available. P- Said will put out for discussion, not sure if it will increase flying time but autopilot certainly would. Members if you would like to see the gross weight increased on 82150 please let Paul Sanchez know; he is feeling out the interest before spending the funds to the STC.
 - Secretary made recommendation to Paul if you put 82150 in for 100 hours it might be cost saving to just complete the full annual and not have to take it back in Sept.
- Insurance update: Tremendous increase from last year, we have insurance, its's signed and paid. Monthly payments just over \$5k a month. P- commented that we managed this and did not raise monthly dues and we need to pay attention to this.
- Sheltair refuel -no card on file: Secretary- When I sent out letter about “Items of Importance” I put in error that you can put you credit card on file at Sheltair. A member contacted me that he was not allowed to do this, I stopped in at Sheltair and was told only one credit card allowed on file and this is the club's

card. Correction: you must be present when refueling in order to pay or go to self-serve, sorry for wrong info previously provided.

VII. Members Comments/ Open Discussion:

- Josh ask about flat tires on plane, P- reported that tires were replaced on 877 and 96F. Josh mentioned one day 877 had low air pressure and he walked to across to maintenance shop and borrowed a hand pump to add air. VP commented that we keep an air compressor in the box that will plug into your accessory.
- Ara commented per his emails, Sheltair has an air compressor on their trucks, all you have to do is call them as ask for it.
- P commented that one of the past maintenance issues we had was sheared off main landing bolts, so when you preflight take a look during preflight.
- P commented if anything we can do better let us know, you can contact any board member or plane captain with issues.
- Ara commented we are looking for a plane captain for 47LH and 30877.
- Aj commented that the amp meter on 877 is reading pegged the last few trips. Ara asked if the emails were read concerning this, yes but still reading high during flight. Ara- SFAM had checked this issue if you still see issues, bring it back and Squawk the issue and will check it again. Ara asked if you Squawk, “no” the old issue was corrected by A&P and cleared 31 July checked by Secretary. The point is if something repeats the problem after it has been corrected, you must squawk it again so we can have it checked.

VIII. Adjourned

President made a *Motion* to adjourn, Secretary 2nd; President adjourned meeting at 1917 and thanked everyone for their attendance.

The next members meeting of the Pompano Beach Flying Club will be on September 09, 2020 at 1800 Location TBD COVID-19 either virtual meeting or at American Flyers.

Submitted: Secretary Gregory Galyo

Pompano Senior Squadron Flying Club Inc.
DBA
Pompano Beach Flying Club
Minutes of the April Meeting of Members
August 10, 2020

Addendum

Roll call 18 Participants

1. Gregg Galyo
2. Andrew Bilukha
3. Gregory Gilhooly
4. Tor Holm
5. Gregory Worley
6. Ara
7. Aj Ard
8. Carl Kennedy
9. Apotenti
10. Bruce Ayala
11. Daniel Horak
12. Gene
13. Tom Warfield
14. Harry Pollack
15. Josh
16. Paul Sanchez
17. Ron Ziller

18. Rob Rausch

Lloyd D. Hill and Graham D. Hill, Plaintiffs

v.

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

EXHIBIT 37

Pompano Beach Flying Club response to Hurricane ISAIAS

Greg Gilhooly

September 3, 2020 (from PDF metadata)

Pompano Beach Flying Club response to Hurricane ISAIAS
Gregory Gilhooly President, Pompano Beach Flying Club

The information in this "Lessons Learned" Report is not intended to be critical of any member, decision or outcome. It is only intended to show what was done well and what can we do better in the future.

On the days leading up to Thursday, July 30, 2020 the Nation Hurricane Center had issued weather alerts for a tropical depression that was expected to increase in strength near the east coast of Florida into Hurricane Isaias.

The Board of Directors of the Pompano Beach Flying Club held several discussions as to what are plans would be. It was decided that it has we have always made our decisions based on safety & caution and we would move out aircraft to a safe location. As of the 8:00 Am National Hurricane Centers did not have a clear path of the direction of the, now Hurricane Isaias.

Operations Director Greg Worley contacted the following hurricane evacuation pilots to assist with the re-location of our assets. Josh Prince, Harry Pollack & Mosart Sebben and My Self. All pilots were available to transport the aircraft on a moments notice and able to retrieve them when safe to do so.

Director Whorley contacted Base Operations at Page Field, Ft Myers and made arrangements for our aircraft to be tied down. Base Operations offered to hanger our aircraft for a fee of \$65.00 per plane.

The Friday 8:00 Am forecast from the National Hurricane Center showed the likely path of Hurricane Isaias would be east of the east coast of Florida and it appeared that the west coast of Florida would be only lightly effected.

I contacted the evacuation pilots a planned for a 1:00 Pm departure. The original plane for Mosart Sebben to fly N8633E, Josh Price N7696F, Harry Pollack N47LH and I woulf Fly N81250. Upon taxing out Mosart found the brakes on N8633E were not safe and returned to the tie down spot. I assigned N81250 to Mosart and inquired from SFAM if N30877 was ready from maintenance that was

performed days prior to evacuation day. I was told by our mechanic Gus that N30877 was completed early and would be ready for pick up immediately. After all pilots departed KPMP I picked up N30877 and departed for KFMV. Vice President moved N8633E into our hanger.

All pilots landed without incident and met at Base Operations. Arrangements were finalized for tie down and top off fuel. All charges were placed on the Pompano Beach Flying Card Debit card for ease of record keeping.

Arrangement for a rent a car was made by myself from Herts that was located in the terminal. I decided rather than pay a \$50 one way fee on both ways I would keep the car. We were expected to return on Sunday, August 2, 2020. The Sunday forecast was not favorable for us to return. Monday forecast was favorable, pilots contacted and we departed from KPMP at 10:00 Am in the rent a car. All pilots landed at KPMP at approximately 4:00 PM. Directory Worley gathered all Tact times, entered them in Schedule Master and returned all planes available.

EXPENSES

| Aircraft | Total Tac Time | Gallons | Price |
|--------------|----------------|-------------|-----------------|
| N30877 | 2.66 | 25.70 | \$90.05 |
| N47LH | 2.2 | 18.90 | \$67.17 |
| N7696F | 2.8 | 22.20 | \$78.90 |
| N81250 | 2.42 | 21.00 | \$74.63 |
| TOTAL | 10.08 | 87.8 | \$310.75 |

FOOD

| | |
|--------------------------|----------|
| July 31, 2020 4 members | \$132.49 |
| August 3. 2020 4 Members | \$ 54.20 |

GAS

| | |
|------------------------------|---------|
| Pompano Beach August 3, 2020 | \$18.63 |
| Ft Myers August 3, 2020 | \$20.20 |

TOLLS

| | |
|-------|--------|
| Rt 75 | \$6.50 |
|-------|--------|

RENT A CAR

| | |
|-------|----------|
| Hertz | \$457.88 |
|-------|----------|

Without the benefit of hind-sight the evacuation of the clubs planes was a success in reference to safely moving the planes out of harms way. The evacuation plan was tested and proven to work as planned. Operations Director Greg Worley organized the logistics by contacting evacuation pilots that were on a list that he compiled prior to the hurricane season. Director Worley did contact Base Operations at Page Field Ft. Myers and reservations were made for our planes

With hind-sight and only after the hurricane was well north of Pompano Beach Airpark and Page Field it might have been a better choice to move our planes to Naples. The savings would have been small, approximately 2 flight hours and fuel savings of \$65.00 An insignificant coast, none the less a consideration for next evacuation.

With hind-sight and only after the hurricane was well north of Pompano Beach Airpark and Page Field it might have been a better choice to see another member may be in a position to drive us to Ft Myers and back. It would have been a savings of \$457.88 . If a rent a car would have been required perhaps shopping for a better price and pay the one way price. With a total expense of \$1002.90 This was the biggest area in need of improvement and lessons were learned for future evacuations.

In conclusion I would like to thank the entire Board of Directors and most importantly our volunteer evacuation Pilots. Mosart Sebben, Josh Prince, Harry

Pollack. With out their assistance the evacuation would not have been as successful as it turned out.

Gregory Gilhooly
President, Pompano Beach Flying Club.