

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.

MOTION TO STRIKE

Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL, proceeding in Small Claims Court *pro se*, respectfully submit this MOTION TO STRIKE the last-minute filing by Defendant of a document they styled as “ANSWER AND AFFIRMATIVE DEFENSES.”

1. Defendant filed their document over two weeks after the absolute deadline set by the Court of October 12, 2020, and just 65 minutes before the trial was scheduled to begin.
2. The Plaintiffs were not aware it had been filed until after the hearing.
3. It appeared to Plaintiffs that the Court was also unaware of Defendant’s filing.
4. The Defendants, however, were aware of their filing and failed to disclose it at any time to the Plaintiffs or the Court.
5. Without knowledge of this filing, the Plaintiffs accepted the Court’s proffer of a final chance to negotiate a settlement.
6. During our break room conversation with Defendants, they never mentioned this filing, but did pursue confidentiality and non-disparagement provisions of the settlement.

7. Plaintiffs were acting in good faith when we reluctantly agreed to these confidentiality principles, but we did not know the Defendant had already filed untrue and disparaging statements about the Plaintiffs in their “Answers.”

8. The consequence of Defendant’s action has been to put in jeopardy the settlement agreement itself, even as Plaintiffs have been trying to work through the details.

9. Defendant has refused to cooperate with Plaintiffs’ requests to strike.

10. If the Defendant’s document is stricken, Plaintiffs believe conclusion of the settlement agreement remains possible.

SUMMARY

11. As the Court is aware, Plaintiffs are proceeding *pro se*, but we feel the timing of this 11th hour filing is both dishonest and prejudicial to the Plaintiffs and should be stricken.

12. The Court clearly established October 12, 2020 as the firm deadline for all submissions, sixteen (16) days before the trial.

13. Even if such a document might be considered in the normal course of conventional trial practice, it seems quite out of place in Small Claims, and seems unlikely it would be properly considered on October 28, 2020 if Defendant had attempted to use it.

14. Thus, it seems the only purpose of Defendant’s filing was to slip inflammatory comments “under the door” in an attempt to make them part of the trial record, in perpetuity, while duplicitously seeking to insert a non-disparagement clause into the settlement.

15. In terms of the substance of the "Answers," among other things:

- a. Defendant falsely claims it is a "Florida for-profit corporation." ¹
- b. Defendant now asserts that Plaintiffs "breached the contract first," but

Defendant had previously argued there was no contract to breach. ²

- c. Defendant falsely claims that Plaintiff Lloyd Hill was an employee of the Club they could "discharge" at will, but club-approved instructors are not employees. The Club's website makes that clear: "The instructors who teach with us are independent contractors." ³

CONCLUSION

Based upon all of the above, Plaintiffs urgently ask the Court to review these unfortunate events and STRIKE the Defendant's "Answers" and provide Plaintiffs with other such relief that this Court deems just and equitable.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been submitted electronically to Defendant via the Small Claims Court E-Filing System on the 30th 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

¹ Defendant Club has been recognized by, and filed annual reports, with the IRS as a not-for-profit 501(c)(7) "social club" organization since at least 2005. Also, Defendant Club's By-Laws explicitly state that "it is a non-profit company and will be operated as such." (Article VI, Section 1)

² Defendant's Motion to Dismiss, July 30, 2020, ¶ 7 and ¶ 11.

³ See <http://pompanobeachflyingclub.com/become-a-member-2/>