

**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 UNSEAL AND RESCIND CONFIDENTIALITY

Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL (“Plaintiffs” or “Hills”) hereby move to unseal and rescind any confidentiality of the “Confidential Statement” identified in “Plaintiffs’ Motion for an Order Granting Approval of Filing Confidential Statement Under Seal” filed on November 20, 2020, being the same the “Confidential Statement” then sealed pursuant to the Court’s “Order Granting Plaintiff’s Motion to File Confidential Statement Under Seal” on December 1, 2020. POMPANO SENIOR SQUADRON FLYING CLUB, INC., dba POMPANO BEACH FLYING CLUB (“Defendant” or “Club”) has informed Plaintiff they oppose this motion.

1. Defendant has already breached, abandoned, and waived any expectation of the confidentiality they had sought and agreed to during settlement negotiations.

BACKGROUND

2. During the trial hearing on October 28, 2021, the Court informed those present as to the nature of confidential settlements adding that, **“nobody would know the settlement either, and the parties will be prohibited from talking about it.”** [emphasis added].¹

3. Following mediation, Counsel for Defendant announced to the Court that the parties had reached a “confidential settlement agreement.”²

4. The Court then brought potential witnesses and others from the “waiting room” and gave specific guidance as to how confidential settlement would be handled in this case.³

5. On November 20, 2020, Plaintiffs filed a Motion for an Order Granting Approval of Filing Confidential Statement Under Seal.⁴ In this Motion, Plaintiffs explained the parties had divided settlement in two documents, a Settlement Agreement which was agreed to be a matter of public record, and a Confidential Statement which was agreed to be filed under seal.

6. On December 1, 2020, this Court issued an Order Granting Plaintiff’s Motion to File Confidential Statement Under Seal.⁵

¹ See Exhibit E: *Transcript of Proceedings before the Honorable Louis H. Schiff*, October 28, 2021: “If the parties are desirous of keeping their settlement confidential, they are entitled to do so if you reach a settlement by simply submitting to the Court a stipulation of settlement telling the Court that it was confidential; then nobody would know the settlement either and the parties will be prohibited from talking about it.” [Tr. Page 25, Lines 4-10]

² See Exhibit E: *Transcript of Proceedings before the Honorable Louis H. Schiff*, October 28, 2021: “The parties have reached a confidential settlement agreement.” [Tr. Page 26, Lines 13-14]

³ See Exhibit E: *Transcript of Proceedings before the Honorable Louis H. Schiff*, October 28, 2021: “The -- the parties have reached a confidential settlement, and they will be filing the appropriate documentation with the Court, uh -- within the next few days or week or so.” [Tr. Page 26, Lines 20-24]

⁴ See *Motion for an Order Granting Approval of Filing Confidential Statement Under Seal*, Filing # 117052903 E- Filed 11/20/2020 02:43:34 PM

⁵ See *Order Granting Plaintiff’s Motion to File Confidential Statement Under Seal*, 12/1/2020 03:50:00 PM

RECENT ACTIVITY

7. In an unrelated case, on October 11, 2021, Counsel for Defendant produced 1,800+ pages of documents in response to a Shareholder Request for Club records (pursuant to 2021 Florida Statutes, Title XXXVI § 617.1602).⁶

8. The Shareholder Request was sent to the President of Defendant Club on April 30, 2021 by shareholder and Club member Carl L. Kennedy, II (“Kennedy”).⁷

9. In his Shareholder Request, Kennedy itemized eight (8) categories of records he was requesting, including this category as the sixth item:

“6. Copies of all documents (other than privileged communications) relating to any current lawsuit against the Club by any individual or entity. Specifically copies of all non-privileged litigation documents for Hill lawsuit and Borer lawsuit, including [e-mail] correspondence with Plaintiff Hill and Plaintiff Borer; all documents related to attorney’s fees due to all litigation, including attorney billing statements/invoices from court reporter services and copies of checks payable to both.”

10. The “Borer lawsuit” identified by Kennedy is a complaint from a former Club member who, like me, sued to recover his refundable Membership Fee and received a Final Judgment entirely in his favor in the amount of \$1,930 on April 15, 2021.⁸ Defendant Club did not seek, nor were they granted, any confidentiality as to the outcome of this case.

11. In his Shareholder Request, Kennedy made the specific point that he was not requesting privileged communications or privileged litigation documents.

⁶ See: http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0617/Sections/0617.1602.html

⁷ Exhibit A: Shareholder/Member Records Request, April 30, 2021.

⁸ *Michael Borer and Steven Borer vs. Pompano Senior Squadron Flying Club, Inc.*, COWE 20 022099.021 (81) in Broward County Court (Small Claims).

12. By April 30, 2021, the Club had made a series of ever-changing and evolving accusations during their then-year-long litigation against Kennedy.⁹ Today, more than six months later, Kennedy remains entangled in that litigation as a Defendant against the Club.

13. By September 2021, having received no records responsive to his April 30, 2021 Shareholder Request, Kennedy asked the Special Magistrate in his case to order the Club to produce the documents.

14. The Special Magistrate issued an order on September 29, 2021, giving the Club fifteen (15) days to provide Kennedy with all documents responsive to his Shareholder Request of April 30, 2021.¹⁰

15. On October 11, 2021, the Club's attorney, Mr. Holodak, filed a notice to the Court, claiming the Club had provided Kennedy with all documents responsive to his Shareholder Request¹¹ and transmitted to Kennedy's counsel some 1,800+ pages of documents.

16. The next day, on October 12, 2021, Kennedy's attorney, Scott Kalish, sent an email to Mr. Holodak notifying him that he believed the Club's production contained confidential documents related to the Hill case and asked if this was intentional or inadvertent.

17. Mr. Holodak replied quickly, stating the confidential documents related to the Hill case were produced inadvertently and that they should be deleted.

⁹ *Pompano Senior Squadron Flying Club, Inc., vs. Carl L. Kennedy II*, ("Club v. Kennedy"), CACE 20 005993 (8) in Broward County Circuit Court.

¹⁰ *Club v. Kennedy, Report of Special Master on Discovery Issues*, Filing 135576373 E-Filed 09/29/2021 02:07:20 PM.

¹¹ *Club v. Kennedy, Plaintiff's Response to Defendant's Shareholder Request for Production*, Filing 136277476 E-Filed 10/11/2021 11:33:46 AM.

18. On October 14, 2021, Mr. Kalish replied to Mr. Holodak asking for his intentions with respect to remedy for the inadvertent disclosure. Mr. Kalish expressly asked Mr. Holodak to notify the parties to the agreement (specifically, the Club President and me) and also carefully review all of the other documents the Club provided and inform Mr. Kalish of any other confidential information they contained. Mr. Kalish added that if Mr. Holodak did not inform the parties about the disclosure, Mr. Kalish would do so.

19. Mr. Holodak sent me an email the next morning (October 15, 2021 at 10:03 AM) misrepresenting that he was giving me *prospective* notice of *intent* to provide documents, asking if I objected or disagreed, but failed to inform me he had *already* provided them, or that Mr. Kalish had asked Mr. Holodak to inform me of the disclosure:

“I hope this email finds you well. As you may recall, the settlement agreement you reached with the Club contains a confidentiality agreement. A member of the Club is requesting copies of all pleadings in your litigation. The Club’s position is that the requesting party is a member of the Club and therefore is entitled to a copy of the Settlement Agreement and that such is not a disclosure to a third party. Please let me know if you have any objections or disagree with this analysis.”

20. Unbeknownst to me, on Sunday, October 17, 2021, Mr. Holodak sent a follow-up email to Mr. Kalish, reversing his previous statement that the disclosure was inadvertent and making the bizarre claim that, because Kennedy was a member of the Club, Kennedy was a “party” to the confidential terms of settlement and was entitled to receive the documents provided.

21. It appears that, contrary to the explicit restrictions within the Confidential Statement, Mr. Holodak believes he has the unilateral authority to breach the court-ordered seal to disclose the covered documents and information to anyone he claims is a party.

22. Upon information and belief, Mr. Holodak never followed up with Mr. Kalish advising him of the results of the review Mr. Holodak promised to undertake, or identifying any confidential documents or information he had transmitted to Mr. Kalish on October 11, 2021.

23. Unaware of the contents of Mr. Holodak's aforementioned email to Mr. Kalish of October 17, 2021, I replied to Mr. Holodak on the morning of October 18, 2021.¹²

24. In my October 18, 2021 email (Exhibit B), I informed Mr. Holodak of my objection to his request as presented, but offered a constructive means of resolving the matter by agreeing to rescind the court seal on the Confidential Statement that the parties mutually agreed to by Agreed Order, as filed on November 20, 2020.

25. Mr. Holodak replied in less than an hour with conflicting statements and also ignored the fact that he had already distributed the Confidential Statement and other confidential material to Mr. Kennedy.¹³

26. Even in this second email to me, Mr. Holodak continued to deliberately conceal the fact he had already disclosed the confidential documents long before he ever contacted me the first time.

27. I have since received sufficient information to believe that, despite his claim to have no intention to ever do so, and despite his commitment to review the documents he provided, Mr. Holodak transmitted to Mr. Kalish at least ten (10) specifically identifiable pages of documents in violation of the Confidential Statement filed under this Court's seal.¹⁴

¹² Exhibit B: E-Mail Lloyd Hill to Edward Holodak, with attachment, October 18, 2020 at 10:54 AM.

¹³ Exhibit C: E-Mail Edward Holodak to Lloyd Hill, October 18, 2020 at 11:47 AM.

¹⁴ Exhibit D: List of confidential documents breached by Mr. Holodak on October 11, 2021.

ARGUMENT

28. Mr. Holodak breached the terms the Confidential Statement filed under this Court's seal.

29. Without any informed consent of his client, Mr. Holodak then discussed the breach with two separate parties, expressing and then revising conflicting facts and opinions.

30. Mr. Holodak believes he can continue to breach the terms the Confidential Statement filed under this Court's seal without any relevant exceptions stated or implied during settlement or within the parties' agreed motion to file under seal.

31. Based on Mr. Holodak's stated belief that he has a license to provide confidential documents at least to all Club members, it is conceivable that Mr. Holodak had already done that prior to October 11, 2021, without any notice.

32. Mr. Holodak has attempted to rationalize, and refused to acknowledge or address – let alone repair – his breach of confidential material in any way.

33. Mr. Holodak continues to willfully and deliberately conceal this breach of confidentiality from the Hills.

34. Although Plaintiff has the absolute right to pursue new legal action against Defendant due to their intransigent abandonment and breach of the Confidential Statement and its terms, Plaintiff believes the breach has existed long enough that it may have been breached to others that the Hills are unaware of, and that it is otherwise impossible to be remedied by any means that does not include removal of the seal of this Court.

PRAYER FOR RELIEF

35. To the extent this Court requires, Plaintiff notifies this Court that this motion is intended to incorporate a Motion to Take Judicial Notice, pursuant to Fla. Stat. §§ 90.202(6) and 90.203(2), of cited pleadings and orders in the aforementioned *Borer v Club* and *Club v Kennedy* cases.

36. Issue the attached PROPOSED Order (Exhibit F).

37. Grant such further relief as this Court may deem just and equitable.

WE HEREBY CERTIFY that, on the 6th day of November 2021 a true and correct copy of the foregoing was e-filed in the electronic portal and has thereby been transmitted to Edward F. Holodak, Esq, counsel for Defendant, 7951 SW 6th St, Suite 210, Plantation, FL 33324, pleadings@holodakpa.com.

/s/

LLOYD DAVID HILL
Plaintiff
2728 NE 12th Street
Pompano Beach, FL 33062-3811
(954) 683-1584

/s/

GRAHAM DAVID HILL
Plaintiff
2728 NE 12th Street
Pompano Beach, FL 33062-3811
(954) 683-1584

EXHIBITS ATTACHED:

- A. Shareholder/Member Records Request, April 30, 2021.
- B. E-Mail Lloyd Hill to Edward Holodak, with attachment, October 18, 2020 at 10:54 AM.
- C. E-Mail Edward Holodak to Lloyd Hill, October 18, 2020 at 11:47 AM.
- D. List of confidential documents breached by Mr. Holodak on October 11, 2021.
- E. Trial Transcript Excerpts
- F. Proposed Order Rescinding Confidentiality and Removing Seal

CARL L. KENNEDY, II
2929 S. Ocean Blvd. Ste. 510 Boca Raton, FL 33432
Phone: (304) 552-0206 E-mail: CLKTax@aol.com

April 30, 2021

VIA USPS PRIORITY MAIL
Pompano Beach Flying Club
c/o Mr. Gregory Gilhooly
1421 S. Ocean Blvd.
Suite #102
Pompano Beach, FL 33062

RE: Shareholder/Member Records Request

Mr. Gilhooly:

In accordance with Florida law, this is my demand as a shareholder/member of the Flying Club to inspect the following records at 10:00 a.m. (more than five (5) business days from today), on Monday, May 07, 2021 at the above location, or other reasonable time and location designated by you:

1. All accounting records of the Club existing since February 13, 2020 and specifically to include P&L Statements for Feb (02-13-20 thru 02-29-20), March, 2020 – April, 2020 – May, 2020 – June, 2020 – July, 2020 – August, 2020 – September, 2020 - October, 2020 – November, 2020 – December, 2020 – January, 2021 – February, 2021 March, 2021 and April, 2021;
2. Bank statements for all Club accounts since February 12, 2020 and specifically to include the Chase-793 February, 2020 – Chase-793 March, 2020 – Chase-793 October, 2020 – Chase-793 November, 2020 – Chase-793 December, 2020 – Chase-793 January, 2021 – Chase-793 February, 2021 – Chase-793 March 2021 and Chase-793 April 2021;
3. General ledger detail for all Club accounts since February 12, 2020 and specifically to include activity for all accounts from February 13, 2020 to February 29, 2020 and October, 2020 and November, 2020 and December, 2020 and January, 2021 and February, 2021 and March, 2021 and April, 2021;
4. Documents reflecting the status of all recurring expenses of the Club as to whether current or delinquent, including but not limited to insurances, fuel, debt repayment or related interest expense to Bruce Ayala, Paul Sanchez, David Watkins or Carl Kennedy and hangar expenses for the period from February 13, 2020 up to and including April 30, 2021;
5. Alphabetized list, with names and e-mail addresses of all Club members as of the date of the day prior to the date of inspection of these records;

6. Copies of all documents (other than privileged communications) relating to any current lawsuit against the Club by any individual or entity. Specifically copies of all non-privileged litigation documents for Hill lawsuit and Borer lawsuit, including e-mail correspondence with Plaintiff Hill and Plaintiff Borer; all documents related to attorney's fees due to all litigation, including attorney billing statements/invoices from court reporter services and copies of checks payable to both.
7. Invoices/Billing statements for any accountant or forensic accounting firm retained by the Club since February 12, 2020;
8. Invoices/Billing statements for any lawyer or accounting firm retained by the Club since February 12, 2020.

The purpose(s) of this request is (are) to determine: 1) whether the Club is currently operating at a loss; 2) whether the membership has significantly increased or decreased since the new Board of Directors and slate of new Officers was elected on 2/12/20; 3) to ascertain the veracity of the Treasurer's stated liabilities of the Club as of August 12, 2020; 4) to verify that the monthly ongoing necessary expenses of the Club are still being paid timely; 5) to ascertain how many corporate dollars are being spent on legal fees; 6) to ascertain how many corporate dollars are being spent on accounting **and legal** fees; 7) to ascertain the contingent liabilities of the Club; and 8) to determine whether or not the club is operating effectively.

Thank you for your anticipated cooperation with this Records Request.

Respectfully,

Carl L Kennedy 99

From: Lloyd Hill <LHill@ourhillhouse.com>
Sent: Monday, October 18, 2021 10:54 AM
To: Edward Holodak <edward@holodakpa.com>
Subject: Re: Settlement
Attached: MOTION_TO_RESCIND.pdf

Hello Mr. Holodak,

Thank you for your kind words and I hope all is well with you too. Still, I'm surprised to hear from you, particularly on this topic.

As you know, the settlement included two documents: The "Settlement Agreement" (which is already available to the public) and the "Confidential Statement" (which is filed confidentially under court seal). It seems you're saying you want to release the "Confidential Statement" to any member who asks for it. I believe such release would be a breach of the agreement, in spite of your stated justification or entitlement to do so. Having said that, I also believe we may be able to reach an accommodation that suits your stated needs.

Some abbreviated facts about the Confidential Statement:

Shortly after the case ended, I was contacted by about a dozen Club members, most of whom claimed to have been unsuccessful in obtaining details about the settlement's financial terms from the Club Board of Directors. Clearly, the Club Board of Directors did *not* feel it was proper to release confidential terms to these Club members. The Club's position and behavior was consistent with your representations to me about WHY the Club President sought and entered into a Confidential Statement (the Club Board of Directors did not want Club members or former members – especially those who would also be due a refund of their \$1,700 Membership Fee – to learn of the financial terms of settlement). If it was the Club Board's position that it was okay to release the Confidential Statement to the membership, it seems unlikely members would have been asking me for details. It is further unlikely that you would now be asking for my permission to provide copies of the Confidential Statement to any Club member. In any event, there are no provisions in either the Settlement Agreement or Confidential Statement that suggest Club officials had or now have the authority to disseminate the Confidential Statement to any individual or group, whether or not the Club considered the requestor to be a third-party. The absence of such provisions is the direct result of your firm advocacy during our settlement discussions; The Club Board of Directors wanted permanent assurance that the membership was not – and would never be – informed of the confidential terms of settlement.

The Club President's zeal for absolute confidentiality is reflected in our email exchange on October 30, 2020 after I proposed settlement language limiting the confidentiality terms to one year. When you replied that one year was unacceptable, I wrote: *"I'm sure we can come up with some duration short of a 'life sentence.' My one year was a starting position, but I'm flexible on that issue. What duration do you think is reasonable?"* Your answer was direct, unambiguous, and addressed more than just duration: *"In perpetuity. There is no reason to disclose the terms at any time. The Club negotiated for a confidentiality agreement, not a short term period. I believe the Court will see it the same way."* These are verbatim quotes in context from our email exchange that I believe reflect the intent and positions of at least the Club President if not the Board of Directors.

My view is that the confidentiality the Club intended to apply to the Confidential Statement could not be any simpler or clearer. Period. End of story. The Club clearly did NOT intend to allow disclosure to others, whether to a select individual or group or to the Club membership, past, present, or future.

My proposed solution, below, reflects my unfortunate lack of trust in the Club leadership. Simply, it seems unlikely to me the Club leadership would ever timely inform me to whom they have given the Confidential Statement or give me copies of any associated commentary or documents when doing so. Absent clear understanding and agreement between the Club and me of the new accommodation, I fear ending up in court – as Defendant against the Club or others – due to the Club's release of confidential information and any associated (possibly prejudicial) commentary/documents about this case. I do not want to find myself in a dispute as "gratitude" for accommodating your request, and I certainly

don't want to be ever disadvantaged because the Club decided that – after they disclosed confidential documents – the Club had a new selective interpretation as to the scope of confidentiality.

Proposed solution that meets your needs:

I believe the only proper way to accommodate your request is to dispense with confidentiality altogether. To that end, there are two actions I would need the Club to take – at a minimum – as a condition of my agreement for the Club to release the Confidential Statement to any member, group of members, or others:

First, and before anything else could occur, I will need to receive a “Release and Hold Harmless” letter that adequately addresses my concerns from you within (5) five business days of this email, signed by you and the Club President, explicitly releasing me from any and all confidentiality terms and enforcement contained or implied within the “Settlement Agreement” and “Confidential Statement.” The letter must also explicitly state that I may never be held liable by the Club or anyone else for anything related to the issues in the case, and that the Club will provide me with independent legal counsel of my choosing to solely represent me should any legal claims or issues arise from release of the currently confidential information.

Second, the “Confidential Statement” is currently filed under a Court-approved seal and may only be unsealed and released with approval of the Court. I have attached an AGREED MOTION TO RESCIND CONFIDENTIALITY that is prepared for you to file. It only requires the signature of the Club President. This motion must be granted by the Court *before* the confidentiality may be lawfully rescinded, and you must file it immediately after delivery to me of a signed Release and Hold Harmless letter that adequately addresses my concerns.

In closing, after our last engagement, I had concluded that any future interaction between me and the Club would be through my own attorney. After the inconvenience and hostility the Club directed to me through its officers and representatives, I could have easily justified saying “NO” to your request and went on with my life. However, in spite of how unfairly the Club treated us (my son and I), I do try to be fair and accommodating in my affairs. I hope you have a sincere appreciation for this dynamic, that you recognize the effort I have already dedicated to responding constructively to your request, and that you do not make me regret my decision to proactively and directly engage to help efficiently resolve your problem without me needing to obtain legal counsel.

I look forward to receiving the requested Release and Hold Harmless letter very soon. In any case, please advise me of your client's positions and intended actions in this matter.

Regards,

Lloyd Hill

On Oct 15, 2021, at 10:03 AM, Edward Holodak <edward@holodakpa.com> wrote:

Mr. Hill,

I hope this email finds you well. As you may recall, the settlement agreement you reached with the Club contains a confidentiality agreement. A member of the Club is requesting copies of all pleadings in your litigation. The Club's position is that the requesting party is a member of the Club and therefore is entitled to a copy of the Settlement Agreement and that such is not a disclosure to a third party. Please let me know if you have any objections or disagree with this analysis.

Thank you.

Very truly yours,

Edward F. Holodak

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

Edward F. Holodak, P.A.
7580 NW 5th Street
Suite 15125
Plantation, Florida 33317
(954) 927-3436

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**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.

AGREED MOTION TO RESCIND CONFIDENTIALITY

Defendant POMPANO SENIOR SQUADRON FLYING CLUB, INC., dba POMPANO BEACH FLYING CLUB (“the Club”) and Plaintiffs LLOYD DAVID HILL and GRAHAM DAVID HILL, (“the Hills”), hereby inform the Court of their desire to rescind any and all confidentiality pursuant to the “Confidential Statement” cited in “Plaintiffs’ Motion for an Order Granting Approval of Filing Confidential Statement Under Seal” filed on November 20, 2020, and the “Confidential Statement” later sealed pursuant to the Court’s “Order Granting Plaintiff’s Motion to File Confidential Statement Under Seal,” December 1, 2020.

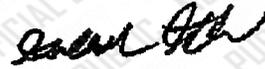
1. Circumstances have arisen that motivate both parties to rescind any and all confidentiality, implied or written, as it relates to the aforementioned “Confidential Statement.”
2. Accordingly, the parties respectfully request that the Court grant this Agreed Motion and issue the proposed Order attached.

WE HEREBY CERTIFY that a true and correct copy of the foregoing and attached has been submitted electronically to the parties via the Small Claims Court E-Filing System on the ____ day of October 2021.



LLOYD DAVID HILL
Plaintiff
2728 NE 12th Street
Pompano Beach, FL 33062-3811
(954) 683-1584

Dated: October 17, 2021



GRAHAM DAVID HILL
Plaintiff
2728 NE 12th Street
Pompano Beach, FL 33062-3811
(954) 683-1584

Dated: October 17, 2021

POMPANO SENIOR SQUADRON FLYING CLUB
D/B/A POMPANO BEACH FLYING CLUB
GREGORY R GILHOOLY
PRESIDENT
1421 S Ocean Blvd, Suite 102
Pompano Beach, FL 33060
(973) 979-2834

Dated: _____

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

LLOYD DAVID HILL, and
GRAHAM DAVID HILL

Case No.: CONO 20 010538 (71)

Plaintiffs,

LOUIS H. SCHIFF

vs.

POMPANO SENIOR SQUADRON FLYING CLUB,
DBA POMPANO BEACH FLYING CLUB,

Defendant,

_____ /

[PROPOSED] AGREED ORDER RESCINDING CONFIDENTIALITY

BOTH PARTIES in this cause have moved this Court to rescind the existing seal on the “Confidential Statement” filed under seal by order of this Court on December 1, 2021. The Court, having reviewed the Agreed Motion to Rescind Confidentiality and being fully advised in the premises, and having reviewed the file, it is thereupon;

ORDERED AND ADJUDGED, that (1) the Agreed Motion to Rescind Confidentiality is Granted and (2) the “Confidential Statement” shall no longer be filed under seal, and (3) that the Clerk shall take such actions needed to remove the previously issued seal on the “Confidential Statement.”

SIGNED AND ENTERED this _____ day of _____, 2021.

HON. LOUIS H. SCHIFF
COUNTY COURT JUDGE
BROWARD COUNTY, FLORIDA

Copies to: Lloyd David Hill and Graham David Hill, 2728 N.E. 12th Street, Pompano Beach, Florida, 33062
Edward F. Holodak, PA, 7951 S.W. 6th Street, Suite 210, Plantation, Florida 33324

From: Edward Holodak <edward@holodakpa.com>

Subject: RE: Settlement

Date: October 18, 2021 at 11:47:32 AM EDT

To: Lloyd Hill <LHill@ourhillhouse.com>

Mr. Hill

Thank you for your response and time devoted to the matter. I should have been more clear in my initial email; but you actually answered the intended question. The Club has not intention of making the terms of the settlement agreement (those that are “under court seal” as you say in your email) available to any member of the Club or otherwise. Simply the document that is part of the public record (the document that reflects that the parties reached a settlement). As you say in your email, that is already part of the public record in that it was filed as a document in the clerk of the court system in your case.

Again, the Club has no intention of making the actual terms of the settlement public, or disclosing to anyone. I apologize for any inconvenience that may have been caused by my initial email to you.

Based upon the above, there is no need for your proposed Motion or Agreed Order.

Thank you.

Very truly yours,

Edward F. Holodak

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

Edward F. Holodak, P.A.
7580 NW 5th Street
Suite 15125
Plantation, Florida 33317
(954) 927-3436



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Martindale-Hubbell



List of confidential documents breached by Mr. Holodak on October 11, 2021

The following ten (10) pages transmitted by Mr. Holodak (identified by page labels affixed by Mr. Holodak) to opposing counsel in an entirely separate lawsuit were transmitted in breach of the Confidential Statement filed under seal approved by the court.

- **SHAREHOLDER – 001074** Confidential Statement Page 2 of 3
(only Page 2 of 3 is present, but financial terms are included, it is signed by the Hills, and appears identical to **SHAREHOLDER – 001828** and **SHAREHOLDER – 001831**)
- **SHAREHOLDER – 001797** Confidential Settlement Agreement (unsigned) Page 1 of 2
SHAREHOLDER – 001798 Confidential Settlement Agreement (unsigned) Page 2 of 2
(this two-page document is not signed and does not have the same title as either of the two signed settlement documents. I believe this to be an early draft of settlement proposed by Mr. Holodak, so it is not signed. However, the financial terms of settlement are disclosed.
- **SHAREHOLDER – 001824** Check Drawn on Club account to Edward Holodak
(this check is drawn on the Club's account in the amount of settlement and bears a handwritten notation indicating it is related to the Hill litigation).
- **SHAREHOLDER – 001827** Confidential Statement (unsigned by Club) Page 1 of 3
SHAREHOLDER – 001828 Confidential Statement (unsigned by Club) Page 2 of 3
SHAREHOLDER – 001829 Confidential Statement (unsigned by Club) Page 3 of 3
(this is the Confidential Statement signed by the Hills, but awaiting the signature of the President).
- **SHAREHOLDER – 001830** Confidential Statement (signed by all) Page 1 of 3
SHAREHOLDER – 001831 Confidential Statement (signed by all) Page 2 of 3
SHAREHOLDER – 001832 Confidential Statement (signed by all) Page 3 of 3
(this is the signed Confidential Statement signed by all and filed under seal).

1 IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA
 2 CIVIL DIVISION
 3 CASE NO: 20-10538

4 LLOYD DAVID HILL,
 5
 6 Plaintiff

7 vs.

8 POMPANO SENIOR SQUADRON FLYING CLUB,
 9
 10 Defendant.

11 PROCEEDINGS BEFORE THE
 12 HONORABLE LOUIS H. SCHIFF

13 DATE TAKEN: 28th Day of October, 2020
 14 PLACE: Videoconferencing
 15 TIME: Scheduled for 9:00 a.m.
 16 Commencing at 8:55 a.m. to
 17 9:48 a.m.

18
 19 Jared Orozco
 20 Court Reporter
 21 Empire Legal Reporting
 22 110 SE 6th Street, Suite 1700
 23 Fort Lauderdale, FL 33301
 24 (954)241-1010
 25

1 APPEARANCES :

2 Plaintiff:
3 LLOYD DAVID HILL
4 954-683-1584
5 LHill@ourhillhouse.com

6 On behalf of the Defendant:
7 EDWARD HOLODAK, ESQUIRE
8 EDWARD F. HOLODAK, P.A.
9 7580 NW 5th Street
10 Suite 15125
11 Plantation, FL 33317
12 954-927-3436
13 Edward@holodakpa.com

14 ALSO PRESENT:

15 Defendant:
16 GREGORY GILHOOLY
17
18
19
20
21
22
23
24
25

1 your home, so to speak. By having a settlement, it
2 enables the parties to -- to go their own separate
3 ways.

4 If the parties are desirous of keeping their
5 settlement confidential, they are entitled to do so
6 if you reach a settlement by simply submitting to the
7 Court a stipulation of settlement telling the Court
8 that it was confidential; then nobody would know the
9 settlement either and the parties will be prohibited
10 from talking about it.

11 So let me do this: Let me give you a couple of
12 minutes to try to -- try to talk and, uh -- let me go
13 ahead and assign, uh -- some folks and go ahead and
14 assign you to the rooms. So I'm going to go and
15 assign -- let's see. Let me do this. I did that
16 wrong. I did that wrong. Give me a moment. Watch
17 this -- okay. [Inaudible.] Alright, if I'm doing
18 this right, you gentlemen will be in your own room.
19 There we go.

20 Please do not hit the "join" feature if you are
21 not either the plaintiff or the defendant. Alright?
22 You may see an invitation to join a breakout, but do
23 not hit that because that will remove you from the
24 courtroom, and you will not be able to come back in.

25 Mr. Gilhooly, you will have a feature you have

1 to hit, or push a button. Okay, Sir? Do you see it
2 there? It should be on your screen. There you go.

3 Alright, ladies and gentlemen, I thank you for
4 your patience. Um -- I'm going to leave the, um --
5 the courtroom on so to speak, and we're going to wait
6 for the parties to speak. So I'm going to mute
7 myself and mute my camera and everyone else just, um
8 -- stay put and, um -- we'll be back, um -- in a
9 little bit.

10 (A recess was taken.)

11 MR. HOLODAK: Judge, we appreciate your
12 guidance on, uh -- and the discussion you offered to
13 the parties. The parties have reached a confidential
14 settlement agreement. We'll be sending same up to
15 the Court and the case will then be dismissed with
16 prejudice upon the filing of that settlement
17 agreement.

18 THE COURT: Let me do this with people in the
19 waiting room, let me call them all in. So --

20 Ladies and gentlemen, good morning again. The
21 -- the parties have reached a confidential
22 settlement, and they will be filing the appropriate
23 documentation with the Court, uh -- within the next
24 few days or week or so. Um -- people may ask "Well
25 what's the settlement?" I don't know.

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

LLOYD DAVID HILL, and
GRAHAM DAVID HILL

Case No.: CONO 20 010538 (71)

Plaintiffs,

LOUIS H. SCHIFF

vs.

POMPANO SENIOR SQUADRON FLYING CLUB,
DBA POMPANO BEACH FLYING CLUB,

Defendant,

_____ /

ORDER RESCINDING CONFIDENTIALITY AND REMOVING SEAL

THE PLAINTIFFS in this cause have moved this Court to rescind the existing seal on the “Confidential Statement” filed under seal by order of this Court on December 1, 2021. The Court, having reviewed the Motion to Unseal and Rescind Confidentiality and being fully advised in the premises, and having reviewed the file, it is thereupon;

ORDERED AND ADJUDGED, that (1) the Motion to Unseal and Rescind Confidentiality is Granted and (2) the “Confidential Statement” shall no longer be filed under seal, and (3) that the Clerk shall take such actions needed to remove the previously issued seal on the “Confidential Statement.”

SIGNED AND ENTERED this _____ day of _____, 2021.

HON. LOUIS H. SCHIFF
COUNTY COURT JUDGE
BROWARD COUNTY, FLORIDA

Copies to: Lloyd David Hill and Graham David Hill, 2728 N.E. 12th Street, Pompano Beach, Florida, 33062
Edward F. Holodak, PA, 7951 S.W. 6th Street, Suite 210, Plantation, Florida 33324