

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Case No. 22-15714-PDR

POMPANO SENIOR SQUADRON
FLYING CLUB, INC.,

Chapter 11
(Subchapter V)

Debtor.
_____/

OBJECTION TO CLAIM OF PAUL SANCHEZ (CLAIM NO. 3)

**IMPORTANT NOTICE TO CREDITOR:
THIS IS AN OBJECTION TO YOUR CLAIM**

This objection seeks either to disallow or reduce the amount or change the priority status of the claim filed by you or on your behalf. Please read this objection carefully to identify which claim is objected to and what disposition of your claim is recommended.

If you disagree with the objection or the recommended treatment, you must file a written response WITHIN 30 DAYS from the date of service of this objection, explaining why your claim should be allowed as presently filed, and you must serve a copy to the undersigned attorney OR YOUR CLAIM MAY BE DISPOSED OF IN ACCORDANCE WITH THE RECOMMENDATION IN THIS OBJECTION.

If your entire claim is objected to and this is a chapter 11 case, you will not have the right to vote to accept or reject any proposed plan of reorganization until the objection is resolved, unless you request an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing your claim for voting purposes.

The written response must contain the case name, case number, and must be filed with the Clerk of the United States Bankruptcy Court.

Debtor-in-Possession, Pompano Senior Squadron Flying Club, Inc. (“Debtor” or “PBFC”),
by and through its undersigned counsel, objects to the proof of claim filed by PAUL SANCHEZ
(CLAIM 3) and would show the Court as follows:

1. Sanchez has filed proof of claim number 3 as a general unsecured claim pertaining to purported funds loaned to the Debtor.

2. The claim seeks \$104,084.54 and attaches bank transfers purporting to support the debt. However, the transfers and documents attached do not demonstrate the amount of funds claimed.

3. In addition, the proof of claim does not attach any documentation supporting the debtor or the terms of repayment or the agreement to incur the debt claimed.

4. The debtor asserts that there was no corporate authority to incur the debt asserted. There was no member approval for the loan or debt as required by the by-laws of the debtor. Sanchez may not rely on apparent authority as he was an insider and member of the debtor with knowledge of the authority requirements of the Debtor for incurring such debts and had knowledge of the lack of corporate authority for the transactions.

5. Likewise, an examination of the Debtor's records and quickbooks do not demonstrate or evidence the debt claimed by Sanchez.

WHEREFORE, the Debtor objects to Claim No. 3 filed by Paul Sanchez and requests that such claim be stricken and reduced to the amount evidenced by only the authorized promissory note to Sanchez and the outstanding balance thereon, and for such further relief as appropriate under the circumstances.

LORIUM LAW

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By: /s/ Craig A. Pugatch

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the date of filing this document, as reflected by the e-filing stamp inserted upon it by the Clerk of Court, a true and correct copy of the foregoing has been furnished via CMECF and to counsel for Paul Sanchez.

/s Craig Pugatch