IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL ACTION

BEVERLEY WHITE, et al., individually and on behalf of all others similarly situated,

Plaintiffs,

Case No. 2016-CA-5528-NC
CLASS ACTION

v.

PLANTATION GOLF AND COUNTRY CLUB, INC. and CONCERT PLANTATION, LLC,

Defendants.
_____/

NOTICE OF CROSS-APPEAL

Notice is hereby given that Defendants, Plantation Golf and Country Club, Inc. ("Plantation"), and Concert Plantation, LLC ("Concert"), appeal to the Second District Court of Appeal the Order Granting Defendants' Motion for Summary Judgment on Affirmative Defenses of Release and Waiver (the "Order"), rendered by this Court on April 13, 2022. A true and correct copy of the Order is attached hereto as Exhibit "A." The nature of the order being appealed is a partial final judgment pursuant to Fla. R. App. P. 9.110(k).

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April 2023, a true and correct copy of the foregoing has been electronically filed with the Clerk of Court by using the Florida Court's E-filing Portal System, which will send a notice of electronic filing to all counsel of record.

/s/ Andrew P. Marcus
Attorney

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR SARASOTA COUNTY, FLORIDA

NATHAN PENDLETON,
SHARON FURMAN,
JOHN DORSO,
SUE DORSO,
JOE MERCIER,
SANDRA SPAUGH,
LOGAN CHAMBERLAIN,
SUSAN CHAMBERLAIN,
JOHN JANSEN,
JAMES DOWELL JR,
SAM TEDESCO,
JOHN FILAK AS TRUSTEE UNDER
JOHN FILAK REVOCABLE TRUST
AGREEMENT DATED 5-03-98,
JOHN WAKEFIELD,
NANCY WAKEFIELD,
MICHAEL MCCORMICK,
LAURA MCCORMICK,
BEVERLEY C B WHITE,
JOAN YELDING,
THOMAS BROWN,
ELIZABETH BROWN,
Plaintiffs,

v.

CASE NO. 2016 CA 005528 NC
DIVISION C CIRCUIT

PLANTATION GOLF AND COUNTY
CLUB INC,
CONCERT PLANTATION LLC,
PLANTATION GOLF AND COUNTRY
CLUB INC,
PLANTATION GOLF AND COUNTRY
CLUB INC,
CONCERT PLANTATION LLC,
Defendants.

ORDER DENYING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON AFFIRMATIVE DEFENSES OF RELEASE AND WAIVER

EXHIBIT A

THIS CAUSE came before the Court on March 22, 2022, upon Plaintiffs' Motion for Partial Summary Judgment at DIN 787, to which Defendants filed a Response at DIN 959, and Defendants' Motion for Summary Judgment on Affirmative Defenses of Release and Waiver at DIN 929, to which Plaintiffs filed a Response at DIN 968.

Plaintiffs seek partial summary judgment in their favor on Counts I, III, IV and V of the Fourth Amended Complaint, or in the alternative a determination of material facts not in controversy. Defendants request that the Court deny Plaintiffs' motion and enter judgment in favor of Defendants on Concert's first and second affirmative defenses and Plantation's second and third affirmative defenses, specifically finding that the claims of any named plaintiff who signed a release are waived.

Summary Judgment Standard:

Florida recently adopted the summary judgment standard utilized by federal courts as stated in *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986). The question before the Court is whether there is evidence on which a jury could reasonably find for the non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-248 (1986). The Court is still required to draw all reasonable inferences in favor of the nonmoving party, without weighing evidence or making credibility determinations. *Lewis v. City of Union City, Ga.*, 934 F.3d 1169, 1179 (11th Cir. 2019). "If more than one inference could be construed from the facts by a reasonable fact finder, and that inference introduces a genuine issue of material fact, then the district court should not grant summary judgment." *Bannum, Inc. v. City of Fort Lauderdale*, 901 F.2d 989, 996 (11th Cir. 1990). Summary judgment may be inappropriate even where the parties agree on the basic facts, but disagree about the inferences that should be drawn from these facts. *Lighting Fixture & Elec. Supply Co. v. Cont'l Ins. Co.*, 420 F.2d 1211, 1213 (5th Cir. 1969). If reasonable minds might differ on the inferences arising from undisputed facts, then the Court should deny summary judgment. *Impossible Elec. Techniques, Inc. v. Wackenhut Protective Sys., Inc.*, 669 F.2d 1026, 1031 (5th Cir. 1982).

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There are two main requisites to prevail on summary judgment. First, there must be no genuine issue of material fact. Second, the movant must be entitled to judgment as a matter of law. Fla. R. Civ. P. 1.510(a).

Undisputed Facts:

Plantation Golf and Country Club ("PGCC" or "the Club") was a private member owned golf and country club that originally started in 1994. The Club was organized as a non-profit organization and provided golf, tennis, swimming and a social club for the Club members and their guests. The Club required members to sign membership applications wherein the member 1) agreed to be bound by the terms and conditions of the Club's Bylaws and General Rules; 2) the member understood that the Bylaws and General Rules could be amended from time to time, and 3) memberships were for the purpose of acquiring a membership to use the Club facilities and the membership should not be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits for the membership of the Club. Members were entitled to certain voting rights, of which they lost upon resignation.

The Club offered equity memberships, which constituted ownership of an equity interest in the Club. The Bylaws provided various categories of refundable equity memberships, which entitled members to receive a refund of their membership equity after the member resigned or was deemed to have resigned upon death of the member. The specific amount of each member's equity refund was calculated by procedures prescribed by the bylaws in effect at the time of the member's resignation. PGCC maintained an escrow account exclusively for the purpose of funding the refunds, sourced by equity payments from new members. Resigned members were refunded as new members joined, depending upon the resigned member's position on the waiting list.

Originally, resigned equity members were entitled to a refund of 80% of the equity portion of the membership fee in effect as of the date of the registration, less operating fees. Prior to 2010, the price of an equity golf membership was $30,000, thereby entitling its owner to a refund of $24,000 upon resignation. The Club suffered a significant decrease in new memberships as a result of the Great Recession. On November 15, 2010, PGCC adopted new bylaws that provided for a stratification of equity memberships among a series of classes and reduced the percentage

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of the refund that an equity member was entitled to based on the class of their membership. On April 1, 2016, PGCC further amended its bylaws to restructure the equity membership refund to 80% of the equity portion of the Joining Fees the Club receives for the issuance of an Equity Membership to a new Equity Member... The provision applied post-hoc to resigned members waiting on the list and amounted to $1200. The 2016 bylaws provided:

> 3.10 Liquidation of Equity Memberships
>
> In the event the Club's assets are liquidated, distribution of the proceeds therefore shall be made to all Equity members entitled to such distribution and distributions shall be pro-rated on the basis of the joining fees paid by the applicable Equity Member for the Equity Membership...

In January of 2019, Concert Plantation, LLC ("Concert") purchased PGCC and required all current members to execute a new membership application and agreement. Concert did not offer equity memberships which meant that the escrow account servicing the refunds would no longer have a source of income. Concert sent letters to approximately 775 resigned members on the waiting list offering a payment of $1200 in exchange for a release of liability. Approximately 550 resigned members returned the waiver and received payment.

Plaintiffs, as a certified class, filed the Fourth Amended Class Action Complaint (DIN 477) alleging Count 1 – Breach of Contract, Count II – Unjust Enrichment as to PGCC, Count III – Unjust Enrichment as to Concert, Count IV – Fraudulent Transfer, and Count V – Declaratory Judgment – Account Stated.

Concert filed an Answer and Affirmative Defenses at DIN 505 and PGCC filed an Answer and Affirmative Defenses at DIN 506, each asserting (among others) the defenses of release and waiver.

Count I Breach of Contract

First, Plaintiffs move for summary judgment on the breach of contract count, requesting the Court to find that Plaintiffs enjoyed a vested contractual right to receive a refund, citing *Feldcamp v. Long Bay Partners, LLC*, 773 F. Supp. 2d 1273 (M.D. Fla. 2011) and *Verandah Dev., LLC v. Gualtieri*, 201 So.3d 654 (Fla. 2d DCA 2016).

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Feldcamp involved a membership contract with an unqualified and unlimited provision granting a refund of 100% of the membership deposit within 30 days of written notice of resignation. *Id.* at 1281. The *Feldcamp* court found that the golf club was not entitled to amend it's refund policy under the provision of the membership agreement stating that the parties agreed to be bound by the Membership Plan and Rules and Regulations "as same may be amended from time to time by the Club... and irrevocably agree[d] to fully substitute the memberships privileges acquired pursuant to the Club Rules and Regulations for any present or prior rights in or to use of the Club facilities." *Verandah Dev.* at 658-659 citing *Feldcamp*. In *Verandah*, the membership agreement contained similar language, wherein the parties agreed:

> to be bound by the terms and conditions [of the Membership Plan and Rules and Regulations] as the same may be amended from time to time by the Club or [Verandah] and irrevocably agree to fully substitute the membership privileges acquired pursuant to the Club Membership Plan and Rules and Regulations for *any present or prior rights in or to use of the Club Facilities. (Emphasis added.) Id.* at 657.

In the instant case, members signed the membership application stating:

> The undersigned hereby acknowledges receipt of a copy of the club Bylaws and General Rules in Plantation Golf and Country Club and agrees to be bound by all of the respective terms and conditions thereof.
>
> The undersigned hereby understands that the Club Bylaws and rules can be modified in accordance with those documents.

In *Feldcamp* and *Verandah*, the courts held that the clubs could not amend the bylaws to reduce the equity refund because the governing contract limited the club to amending bylaws pertaining to members' use of the facilities. There is no such limitation in the contract presently before the Court. In interpreting the membership agreement, the Court must first examine the plain language to discern the parties' intent. *Verandah* citing *Hatadis v. Achieva Credit Union*, 159 So.3d 256, 259 (Fla. 2d DCA 2015). The plain, unambiguous language of the contract permits the bylaws to be amended without limitation.

Defendants argue that the right to a particular refund was not vested because it was not contained in the membership agreements but rather the by-laws, and thus *Hamlet Country Club, Inc. v. Allen*, 622 So.2d 1081 (Fla. 4th DCA 1993) and *Share v. Broken Sand Club, Inc.*, 312 So.3d 962 (Fla. 4th DCA 2021) apply.

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In *Hamlet*, the issue before the court was whether a country club could amend its bylaws to change the terms under which members are entitled to resign or transfer their memberships, or whether those provisions were vested rights that could not be altered. *Id.* at 1082. The court held that when a right is not provided for by contract, it is not vested and the bylaws containing the right can be amended. *Id.* at 1083.

In *Share*, a member alleged the golf club breached its contractual duty under the implied covenant of good faith and fair dealing when it "unilaterally changed the Bylaws so that it could disproportionally increas[e] her fees/dues/assessments for her Social Membership, to the direct benefit of Master Members and Old Course Members and to her detriment." *Id.* at 969. The trial court granted summary judgment in favor of the club, finding the membership agreement "expressly grants the Board the right to make changes affecting prior rights." *Id.* The appellate court upheld the ruling based upon the express provision of the agreement.

The facts of this case align with *Hamlet* and *Share*. The membership agreement does not contain an express right to a refund, but rather incorporates the by-laws by reference and expressly states that the by-laws are subject to amendment, without limitation. Therefore, PGCC did not commit a breach of contract by amending the bylaws with regard to the refund, rather PGCC was entitled to make such amendments as provided for in the membership agreements.

Plaintiffs argue that each resigned member was entitled to a refund upon their resignation under the pre-2016 bylaws, but that is not the case. The pre-2016 bylaws specify that the resigned member is not to be paid until they reach the top of the waiting list. Applying the bylaws as written, the Court finds that the resigned member's entitlement to a refund did not accrue until that member reached the number one spot on the waiting list. See Sections 3.9.2, March 2001 Bylaws, 3.9.2, April 2005 Bylaws and 3.8.2 November 2010 Bylaws. Those not at the top of the list upon the 2016 amendment to the bylaws were not yet entitled to a refund.

Based upon the analysis above, Plaintiffs are not entitled to partial summary judgment on Count 1.

Count III Unjust Enrichment against Concert

To prevail on a claim for unjust enrichment, a plaintiff must show 1) a benefit was conferred on the defendant; 2) the defendant either requested of knowingly and voluntarily

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accepted the benefit; 3) the benefit flowed to the defendant; and 4) that it would be inequitable for the defendant to retain the benefit without paying. *W.R. Townsend Contracting, Inc. v. Jensen Civil Const. Inc.*, 728 So.2d 297, 303 (Fla. 1st DCA 1999).

Plaintiffs argue that Concert benefitted by retaining the equity payments in the escrow account and using them to grow and operate PGCC. However, the only record evidence before the Court establishes that the contents of the escrow account were only used to refund resigned members. There is no evidence that PGCC or Concert used the funds for any other purpose.

Plaintiffs also argue that in eliminating equity memberships, Concert eliminated the obligation to pay the resigned equity members their greater share under the pre-2016 bylaws, and thus accepted and retained an unequitable benefit. This is premised on the concept that PGCC did not have the right to make the 2016 amendment. Because the Court has rejected that argument above, the claim for unjust enrichment also fails. Further, even if Plaintiffs did establish that a benefit was conferred to Concert, the benefit was not a direct benefit as required for unjust enrichment. See *Sagaan Devlp. and Trading Ltd. v. Quail Cruises Ship Management*, 2013 WL 2250793 (S.D. Fla. 2013).

Count IV Fraudulent Transfer: PGCC and
Count V Fraudulent Transfer: Concert

Plaintiffs contend that Concert's acquisition of PGCC constitutes a fraudulent transfer pursuant to §726.102, Fla. Stat. To prove fraudulent transfer, a plaintiff must prove 1) there was a creditor to be defrauded; 2) a debtor intended fraud; and 3) a conveyance of property that could have been applicable to the payment of a debt due. *NationsBank, N.A. v. Coastal Utils., Inc.*, 814 So.2d 1227 (Fla. 4th DCA 2002). The fraudulent transfer statute lists "badges of fraud" which can be used to establish the fraudulent nature of the transfer. *See, e.g., Mejia v. Ruiz*, 985 So.2d 1109, 1113 (Fla. 3d DCA 2008). A combination of a number of badges of fraud will support a presumption of fraudulent intent to justify a finding of fraud. *Id.* at 1113 (citation omitted). Courts may consider unlisted factors in the totality of the circumstances surrounding the conveyance. *Id.*

Plaintiffs assert the following as badges of fraud or circumstances surrounding the conveyance to establish a fraudulent transfer: 1) sale for less than the reasonably equivalent value, 2) the seller had already been sued prior to the transfer, 3) the transfer of assets to the golf club,

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and 4) the internal "sea change" within PGCC with regard to PGCC's intent to refund resigned equity members.

As a threshold matter, summary judgment is rarely granted in fraudulent transfer cases because the determination of intent usually presents a genuine issue of material fact. *Gorrin v. Poker Run Acquisitions, Inc.*, 237 So.3d 1149 (Fla. 3d DCA 2018). Through this lens, the Court will examine the badges of fraud and circumstances asserted by Plaintiffs. Plaintiffs' motion contains assertions of badges of fraud without any citations to record proof.

Plaintiffs did not put forth any evidence that PGCC sold to Concert for less than a reasonably equivalent value. The numbers cited in Plaintiffs' motion are not supported by any record evidence. Plaintiffs did not provide an affidavit from an expert to opine on the value of PGCC at the time of the sale, or any other evidence that the Court is permitted to consider in analyzing this motion. PGCC offered evidence that it negotiated with other potential buyers in efforts to sell the club prior to contracting with Concert, evidencing intent to choose the best deal rather than defraud the resigned equity members. This badge of fraud has not been proven. Similarly, Plaintiffs did not put forth admissible evidence that PGCC transferred its assets to Concert for less than their reasonably equivalent value.

While Plaintiffs established that PGCC had been sued prior to the transfer, Concert assumed liability for the claims, and followed the procedure established in the 2016 Bylaws for resigned members to receive a pro rata share of the proceeds of the sale of any of PGCC's assets. This factor does not weigh in favor of a fraudulent transfer.

Finally, the Court finds the evidence of the "sea change" to be insufficient to support a judgment in favor of Plaintiffs on fraudulent transfer. The evidence before the Court in furtherance of partial summary judgment on Counts IV and V does not permit the Court to enter judgment on these counts.

Affirmative Defenses – Release and Waiver

Concert moves for partial summary judgment on its first and second affirmative defenses filed on May 25, 2021 at DIN 505 asserting release and waiver. PGCC seeks partial summary judgment on its second and third affirmative defenses filed on May 26, 2021 at DIN 506 also

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asserting release and waiver. Both Defendants argue that the Plaintiffs that returned releases in exchange for a $1200 payment are barred from bringing claims.

Fla. R. Civ. P. 1.110 requires that if an opposing party seeks to avoid an affirmative defense, the party shall file a reply. Plaintiffs did not file a reply to the affirmative defenses, but rather raise the issues of unenforceability and unconscionability in their motion for summary judgment. Both are avoidances of which Plaintiffs were required to file a reply. There is a distinction between avoiding and affirmative defense and a mere denial. See *Reno v. Adventist Health Systems/Sun-Belt, Inc. and East Pasco Medical Center, Inc.*, 516 So.2d 63 (Fla. 2d DCA 1987), holding that the reason for a reply to an affirmative defense is to lay a predicate for proofs of an avoidance to an affirmative defense so that the parties may prepare accordingly, citing *Moore Meats, Inc. v. Strawn*, 313 So.2d 660 (Fla. 1975). In this matter, Plaintiffs failure to lay a predicate of proof in the form of a reply for the avoidances of unenforceability of the release due to ambiguity and unconscionability thwarted Defendants' right to prepare accordingly. Therefore, the Court finds Plaintiffs avoidances are not properly before the Court. For the 550 resigned members that executed releases and were paid the sum of $1200, the Court finds the undisputed evidence before the Court entitles Defendants to judgment in their favor on their affirmative defenses.

In the event that the Court's application of the rule and authority on this matter is overturned, the Court conducts analysis of Plaintiffs' avoidances below.

Ambiguity of the Release:

The threshold inquiry in interpreting a release or covenant not to sue is whether its terms are unambiguous. *Philip Morris, USA, Inc. v. Skolnick*, 171 So.3d 747, 753 (Fla. 4th DCA 2015). If the release or covenant not to sue is clear on its face, its construction is a matter of law, appropriate for summary judgment resolution. *Id.*

The releases at issue state as follows:

> WHEREAS, the undersigned was a member (Resigned Club Member) who resigned their golf membership in Plantation...
>
> WHEREAS, the Resigned Golf Member is eligible at some time in the future for a refund of a portion of the membership contribution previously paid by the Resigned Club Member to [Plantation]... in an amount which cannot be determined at this time, and the Resigned

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Club Member is hereby accepting early payment of such in the amount to be set forth below in full and complete satisfaction of any such future payment obligation to the Resigned C[l]ub Member.

WHEREAS, As a condition to the Resigned Club Member receiving early payment in connection with their Resigned Membership in [Planation]...Resigned Club Member is to complete, sign, date and deliver this Release without alteration of its printed terms to... Concert.

NOW THEREFORE, in consideration of the payment by Concert to Resigned Club Member of the sum of $1200.00, the Resigned Club Member hereby: (i) fully relinquishes and releases any and all rights to any further or future payment from [Planation] or Concert relating in any say to the Resigned Club Member's membership in Plantation, (ii) fully and finally releases Concert and [Plantation]... from any and all claims, liabilities, complaints, obligations, or requests in any way relating to Resigned Club Member's Resigned Membership in [Plantation] known or unknown to an through the date of execution of this Release by Resigned Club Member; and (iii) forever terminates, waives and fully releases any title, interest or right to any refund or payment of any type or nature in any way associated with Resigned Club Member's Resigned Membership in [Plantation].

Plaintiffs argue that the section of the release stating that "the Resigned Golf Member is eligible at some time in the future for a refund of a portion of the membership contribution previously paid by the Resigned Club Member to [Plantation]... in an amount which cannot be determined at this time" obfuscates the nature of the rights being waived by the reader. Plaintiff argues this statement is contrary to the Defendants' position in the lawsuit that the reader was not, in fact, entitled to a refund. Plaintiffs also argue they did not knowingly waive their rights because the release did not reference the new bylaws governing their rights at the time it was presented to them, and that the release mistakenly asserts that the amount of refund cannot be calculated.

All of the arguments above require the Court to consider factors outside of the written contract. A latent ambiguity exists when "the language in a contract is clear and intelligible and suggests a single meaning, but some extrinsic fact or extraneous evidence creates a need for interpretation or a choice between two possible meanings." *Plumpton v. Continental Acreage Development Co., Inc.*, 830 So.2d 208 (Fla. 5th DCA 2002) citing *Bunnell Medical Clinic, P.A. v. Barrera*, 419 So.2d 681, 683 (Fla. 5th DCA 1982). In this case, the Court finds that the phrase describing the refund as "in an amount which cannot be determined at this time" is a latent ambiguity. The resigned members did not have access to the 2016 bylaws in order to understand

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the meaning of that phrase, and the phrase conflicts with the bylaws in place at the time of Plaintiffs' resignations before the 2016 amendment.

Unconscionably:

Plaintiffs also argue the doctrine of unconscionability, a doctrine that "courts have used to prevent the enforcement of contractual provisions that are overreaches by one party to gain an unjust and undeserved advantage which it would be inequitable to permit him to enforce." *Basulto v. Hialeah Auto*, 141 So.3d 1145, 1157 (Fla. 2014). Generally, unconscionability has been recognized to include the absence of meaningful choice, where contract terms unreasonably favor one party. *Id.* (citations omitted). In order to prevent enforcement, the contract must be both procedurally and substantively unconscionable. *Id.* at 1160. The "court must look to the terms of the contract, itself, and determine whether they are 'outrageously unfair' as to 'shock the judicial conscience.'" *Gainesville Health Care Center, Inc. v. Weston*, 857 So.2d 278, 284 (Fla. 1st DCA 2003).

A contract of adhesion is an indicator of procedural unconscionability. *Kendal Imports, LLC v. Diaz*, 215 So.3d 95, 110 (Fla. 3d DCA 2017). When a contract is presented in a "take-it-or-leave-it" context, it is important to consider the total circumstances, such as if the party could obtain the desired product elsewhere, whether the party was pressured or rushed into signing the contract, or whether a party was otherwise precluded from inquiring into the terms of the agreement. *Id.* at 110.

Because this is a class action suit, the Court rejects Plaintiffs arguments that the resigned members were elderly, unsophisticated or unrepresented litigants. The Court is not permitted to consider the individual characteristics of the plaintiffs, a point of which Plaintiffs readily agreed to in moving to certify the class. Rather the Court must conduct the analysis considering only the situation of the resigned members as a class: those that received the release by mail and did not have the opportunity to know of the 2016 amendment to the bylaws by virtue of their membership status.

In doing so, the Court finds the release to be procedurally unconscionable. The release was mailed to Plaintiffs unsolicited and offered them no meaningful choice or opportunity to negotiate.

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To find the release substantively unconscionable, the Court must find that the terms of the release were unreasonable and unfair. *See Powertel, Inc. v. Bexley*, 743 So.2d 570 (Fla. 1st DCA 1999). In *Powertel*, the consumers of cellular phone service were mailed a contract for arbitration after they signed up for service. The contract required that the consumers give up many statutorily guaranteed rights in order to continue their service. The court found that the forfeiture of these legal remedies was substantively unconscionable. Here, the same cannot be said. The release allowed Plaintiffs to receive early payment of a refund amount determined by the controlling bylaws. The deal itself being offered does not shock the conscious of the Court because the bylaws in place at the time governed the exact refund being offered. Though the manner in which the release was presented was procedurally unconscionable, the Court finds the release was not substantively unconscionable.

Based on the analysis above, the Court finds the waiver to be ambiguous and therefore unenforceable.

It is HEREBY ORDERED:

1. **Plaintiffs' Motion for Partial Summary Judgment at DIN 787 is DENIED.**
2. **Defendants' Motion for Summary Judgment on Affirmative Defenses of Release and Waiver at DIN 929 is GRANTED.** The Court finds in favor of Defendants on Concert's first and second affirmative defenses and Plantation's second and third affirmative defenses.

DONE AND ORDERED in Chambers, Sarasota County, Florida on the 13th day of April 2022.

ANDREA MCHUGH, CIRCUIT JUDGE

SERVICE CERTIFICATE

On 4/13/2022, the Court caused the foregoing document to be served via the Clerk of Court's case management system, which served the following individuals via email (where indicated).

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