

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA

JOHN W. SPRADLIN, JR.;
JANICE L. THOMPSON, FRANK G.
BEDNAZ, and CHERYL A. O'DONNELL,
Individually and on behalf of all similarly
Situated persons,

CASE NO.: 25000728CA

Plaintiffs,

v.

VICTORIA ESTATES, LD.;
BENDERSON-VICTORIA, L.C.; and
KINGS GATE HOMEOWNERS
ASSOCIATION, INC.,

Defendants.

**DEFENDANT, KINGS GATE HOMEOWNERS ASSOCIATION, INC.'S, ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFFS' SECOND AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR JURY TRIAL**

Defendant, KINGS GATE HOMEOWNERS ASSOCIATION, INC. ("Kings Gate" and "Association"), by and through its undersigned counsel and pursuant to Rule 1.140, Florida Rules of Civil Procedure, hereby files its Answer and Affirmative Defenses to the Second Amended Class Action Complaint and Demand for Jury Trial filed by Plaintiffs, JOHN W. SPRADLIN, JR., JANICE L. THOMPSON, FRANK G. BEDNAZ, and CHERYL A. O'DONNELL (collectively, the "Plaintiffs"), as follows:

Jurisdiction, Parties, and Venue

1. Without knowledge as to the intended nature of this action, therefore denied.
2. Admitted.
3. Without knowledge, therefore denied.
4. Admitted.

5. Venue in Charlotte County is not disputed, any remaining allegations are denied.

6. Denied. Specifically, to the extent the case seeks class action status and no class has been approved by the court after proper hearing, the case proceeds as to the named plaintiffs only.

Background Information

7. Admitted.

8. It is admitted that the Association was established in accordance with its governing documents including the Master Declaration and any amendments thereto attached to the Second Amended Complaint. Any remaining allegations are denied.

9. Admitted.

10. Admitted.

11. It is admitted that the Association was established in accordance with its governing documents including the Master Declaration and any amendments thereto attached to the Second Amended Complaint. Any remaining allegations are denied.

12. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

13. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

14. The allegation in paragraph 14 includes legal conclusions related to Section 720.301(1), Fla. Stat. which are an issue of law for the Court and are therefore denied. With respect to the remaining portions of paragraph 15, The Master Declaration speaks for itself as to its content

and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

15. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

16. The allegation in paragraph 16 includes legal conclusions related to Section 720.308, Fla. Stat. which are an issue of law for the Court and are therefore denied

17. Denied.

18. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

19. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

20. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

21. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

22. Admitted.

23. It is admitted that Victoria Estates included in the Master Declaration obligations of the Association to collect for the benefit of Victoria Estates certain charges related to the Club as set forth in Article 6 of the Master Declaration. Any remaining allegations are denied.

24. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

25. The first sentence of paragraph 25 is admitted. As to the remaining sentences, The Master Declaration speaks for itself as to its content and meaning. Any remaining allegations are denied.

26. Without knowledge as to the first sentence of paragraph 26. The second sentence of paragraph 26 is admitted.

Class Action Allegations

27. Without knowledge as to the intended nature of this action, therefore denied.

28. Admitted that a putative class has been identified in paragraph 28. Without knowledge as to any remaining allegations, therefore denied.

29. Admitted that a putative class has been identified in paragraph 29. Without knowledge as to any remaining allegations, therefore denied.

30. It is admitted that there are more than 900 homeowners in Kings Gate. Any remaining allegations are denied.

31. Without knowledge, therefore denied.

32. Without knowledge, therefore denied.

33. Without knowledge, therefore denied.

34. Without knowledge, therefore denied.

35. Without knowledge, therefore denied

36. Denied.

Count I – Injunctive Relief (Victoria Estates and Benderson-Victoria)

37. The Association realleges its previous responses to paragraph 1 through 36.

38. Without knowledge, therefore denied.

39. The allegation in paragraph 39 is a legal conclusion, therefore denied.

40. The allegation in paragraph 40 is a legal conclusion, therefore denied.

41. The Master Declaration speaks for itself as to its content and meaning. Any remaining allegations are denied.

42. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

43. The Master Declaration speaks for itself as to its content and meaning. It is admitted that the Master Declaration includes Article 6 entitled “Club” which sets forth various rights and obligations related to the Club including charges. Any remaining allegations are denied.

44. Denied.

45. Without knowledge, therefore denied.

Count II – Injunctive Relief (Kings Gate HOA)

46. The Association realleges its previous responses to paragraph 1 through 36.

47. Without knowledge as to the intended nature of this action, therefore denied.

48. The allegation in paragraph 48 is a legal conclusion, therefore denied

49. The allegation in paragraph 49 is a legal conclusion, therefore denied.

50. The Master Declaration speaks for itself as to its content and meaning. Any remaining allegations are denied.

51. The Master Declaration speaks for itself as to its content and meaning. Any remaining allegations are denied.

52. The Master Declaration speaks for itself as to its content and meaning. Any remaining allegations are denied.

53. Denied.

Count III – Damages Against Victoria Estates and Benderson-Victoria (Violation of Section 720.308, Florida Statutes)

54. The Association realleges its previous responses to paragraph 1 through 36

55. Without knowledge, therefore denied.

56. The allegation in paragraph 56 is a legal conclusion, therefore denied.

57. The allegation in paragraph 57 is a legal conclusion, therefore denied.

58. Without knowledge, therefore denied.

AFFIRMATIVE DEFENSES

First Defense – Absence of Clear Legal Right to Injunctive Relief Sought

Prior to issuing an injunction, the trial court must determine whether the party seeking the injunction has a clear legal right to the relief sought and whether they can demonstrate a substantial likelihood of success on the merits. *City of Jacksonville v. Naegele Outdoor Advert. Co.*, 634 So. 2d 750, 753 (Fla. 1st DCA 1994), *approved*, 659 So. 2d 1046 (Fla. 1995). The Club which is the subject of this dispute is not the property of the Association. It is commercial property owned by Victoria Estates. There are two elements of the Club Charges attacked in the Second Amended Complaint, the monthly “Club Fee” and the “Club Operating Costs” charge. To the extent that the Club Operating Costs are properly charged, in as member’s proportionate share of expenses, they

would not violate Section 720.308 Fla. Stat. and plaintiffs would not be able to establish a clear legal right to the injunctive relief sought or a substantial likelihood of success on the merits as to the claim for injunctive relief. Finally, to the extent that the Court determines that the property of Victoria Estates is excluded from the obligations of Chapter 720, Fla. Stat pursuant to the terms of Section 720.302(3)(b), Fla. Stat. that would also undercut a claim of a clear legal right to the injunctive relief sought.

Second Defense – Disservice of the Public Interest

To the extent that the injunctive relief sought would limit or extinguish the rights of the over 900 homeowners in Kings Gate to use the Club facilities, the injunctive relief sought would not serve the public interest because a valuable amenity would no longer be available to a large group of families.

Third Defense – Severability and Limitation of Injunctive Relief

To the extent that the Club Operating Costs are properly charged in as member's proportionate share of expenses they would not violate Section 720.308 Fla. Stat. any injunction entered should not impact the Club Operating Costs and any injunctive relief granted must be narrowly tailored to address only the alleged wrong at issue. *Pediatric Pavilion v. Ag. for Health Care Admin.*, 882 So. 2d 927, 930 (Fla. 1st DCA 2004) (an injunction may not be drawn to enjoin all conceivable breaches of the law; it must instead be carefully tailored to remedy only the specific harms shown). The Master Declaration includes a severability provision at Article 17, Section 3. Accordingly, any injunctive relief should be expressly limited to addressing only such Club Charges that are specifically determined to be improper in the event the Court determines they are contrary to Chapter 720, Fla. Stat. and no other rights.

Fourth Defense – Adequate Remedy at Law

To the extent Plaintiffs have an adequate remedy at law for the Club Charges about which they complain injunctive relief should not be granted in this case.

WHEREFORE, Kings Gate respectfully requests that the Court dismiss the claims against it with prejudice and award Kings Gate its court costs and attorneys' fees, if applicable, in this case.

Dated this 30th day of January, 2026.

/s/ Brian J. Moran

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 30, 2026, I filed a true and correct copy of the foregoing with the Clerk of the Courts by using the Florida Court E-Portal filing system which will send a notice of electronic filing to the following: J. Daniel Clark, Esq., Clark & Martino, P.A., 3407 West Kennedy Blvd., Tampa, Florida 33609 (dclark@clarkmartino.com; jliza@clarkmartino.com); James McKenna, Esq., Carlton Fields, P.A., 4221 W. Boy Scout Blvd., Suite 1000, Tampa Florida 33607 (jmckenna@carltonfields.com; kmccoy@carltonfields.com; stevendupre@carltonfields.com; mallen@carltonfields.com; awhitingbozich@carltonfields.com; kdonner@carltonfields.com; zishmail@carltonfields.com; bwoolard@carltonfields.com; nhorak@carltonfields.com; maguilar@carltonfields.com).

/s/ Brian J. Moran

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