

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

**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, LTD.;
BENDERSON-VICTORIA, L.C.;
and **KINGS GATE HOMEOWNERS
ASSOCIATION, INC.**

Defendants.

**PLAINTIFFS' REPLY TO DEFENDANTS' ANSWER AND AFFIRMATIVE
DEFENSES TO SECOND AMENDED CLASS ACTION COMPLAINT**

Plaintiffs, John W. Spradlin, Jr., Janice L. Thompson, Frank G. Bednaz, and Cheryl A. O'Donnell, individually, and on behalf of all those similarly situated, pursuant to Rule 1.100(a) of the Florida Rules of Civil Procedure, deny each affirmative defense raised by Defendant, Kings Gate Homeowners Association, Inc., in its "Answer and Affirmative Defenses" dated January 30, 2026 (Doc. 65, 1/30/26), and state in response to each affirmative defense as follows:

RESPONSE TO FIRST AFFIRMATIVE DEFENSE
(Absence of Clear Legal Right to Injunctive Relief)

1. Plaintiffs agree with Defendant Kings Gate Homeowners Association, as to the injunctive relief sought by Plaintiffs and the proposed Class. *First*, the Kings Gate

Homeowners Association was added as a party due to Defendants Victoria Estates, Ltd. and Benderson-Victoria, L.C.'s insistence based on an "indispensable party" argument. *See* Motion To Dismiss (Doc. 30, 9/12/25); Plaintiffs' Response In Opposition (Doc. 38, 10/2/25). The Court ruled that the Kings Gate Homeowners Association was an indispensable party, finding that it was "an indispensable party to the litigation and failure to join them in the litigation will prevent a full adjudication of the issues binding all parties." (Report and Recommendations of the General Magistrate, Doc. 51, 11/10/25; Order on Report and Recommendations of the Magistrate, Doc. 60, 11/30/25). *Second*, the Court's finding was based on the Kings Gate Homeowners Association's collection obligation under the Master Declaration. *See* Second Am. Class Action Compl. (Doc. 54, 11/18/25), Ex. A ("Article 6, § 5. Each Owner shall pay a monthly *Club Fee, without setoff or deduction, to the Declarant* [Defendant Victoria Estates], or its designee; "Article 6, § 6. Collection. Unless designated to the contrary by the Declarant [Victoria Estates], the [Kings Gate Homeowners] Association shall collect the Club Charges . . . retain[ing] portions of the Club Charges *other than the Club Fee . . .*").

Accordingly, Plaintiffs and the proposed Class seek to enjoin the payment of any Club Fee to Victoria Estates in violation of Chapter 720, Florida Statutes. *See* Second Am. Class Action Compl., at page 14 ("under Count I, on behalf of the Plaintiffs and the proposed Kings Gate Injunctive Relief Class, a judgment enjoining Defendants, Victoria Estates and Benderson-Victoria, *from imposing and mandating payment of Club Fees* by Plaintiffs and other class members under the Master Declaration in violation of section 720.308, Florida Statutes"; "under Count II, on behalf of the Plaintiffs and the proposed

Kings Gate Injunctive Relief Class, a judgment enjoining the Kings Gate HOA from collection of illegal Club Fees *as the Kings Gate HOA is required by Victoria Estates and Benderson-Victoria to collect on its behalf and distribute to Victoria Estates and Benderson-Victoria*"). The assessment and collection of the Kings Gate Club's expenses defined as "Club Operating Costs" are not at issue or in dispute, as such assessments are paid on a pro rata basis by each homeowner for all club operations and maintenance expenses.

RESPONSE TO SECOND AFFIRMATIVE DEFENSE
(Disservice of Public Interest)

2. Plaintiffs agree and do not dispute or seek to limit in any fashion the rights to the use and enjoyment of the Kings Gate Club, which Plaintiffs and the proposed Class pay on a pro rata basis all club operations and maintenance expenses.

RESPONSE TO THIRD AFFIRMATIVE DEFENSE
(Severability and Limitation of Injunctive Relief)

3. Plaintiffs agree and do not dispute or seek to enjoin the assessment and collection of "Club Operating Costs" as set forth herein.

RESPONSE TO FOURTH AFFIRMATIVE DEFENSE
(Adequate Remedy at Law)

4. Plaintiffs agree and do not dispute or seek to enjoin the assessment and collection of "Club Operating Costs" as set forth herein.

[Attorney's signature appears on the following page.]

CERTIFICATE OF SERVICE

HERBY CERTIFY that a true and correct copy of the foregoing has been Electronically served through Florida Courts E-filing portal and/or E-Service on this 3rd day of February 2026.



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