

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

BARRY ARFA,

Plaintiff,

Case No.:

v.

STONEBRIDGE GOLF AND COUNTRY CLUB,
A Florida not-for-profit Corporation

Defendant.

COMPLAINT

COMES NOW, Plaintiff, **BARRY AFRA** ("Plaintiff"), by and through the undersigned counsel, hereby files this Complaint against Defendant, **STONEBRIDGE GOLF AND COUNTRY CLUB**, a Florida not-for-profit Corporation ("Defendant"), and in support avers as follows:

GENERAL ALLEGATIONS

1. This is an action by the Plaintiff for damages, for an amount in excess of \$50,000 excluding attorneys' fees or costs for Defendant's breach of written agreement and unjust enrichment under Florida law.
2. Plaintiff was at all times relevant to this action, and continues to be, a resident of Palm Beach County, Florida, within the jurisdiction of this Honorable Court.
3. This Court has jurisdiction over Plaintiff's claims pursuant to Florida law.
4. Defendant, a Florida not-for-profit Corporation, has a place of business in Palm Beach County, where Plaintiff was a member, and at all relevant times paid his dues as is required to maintain membership and obtain the privileges of the contract governing the Defendants' organization.

5. Venue is proper in Palm Beach County, Florida because all of the actions giving rise to Plaintiff's claims occurred within Palm Beach County, Florida and membership payments were made in Palm Beach, County, Florida.
6. All administrative requirements have been met and a pre-suite letter was mailed to Defendant and Defendant confirmed to Plaintiff directly that the letter was received. Defendant failed to respond to the letter attached hereto as **Exhibit A**.
7. Declaratory, injunctive, legal, and equitable relief is sought pursuant to the laws set forth above together with attorneys' fees, costs and damages

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

8. In 2014, Plaintiff became a member of the Stonebridge Golf and Country Club.
9. Upon being a member of the Stonebridge Golf and Country Club, Plaintiff and Defendant both assumed obligations.
10. Plaintiff's obligations were paying his yearly fees of \$48,000 and Plaintiff complied with all rules and regulations of Defendant's organization as outlined by the governing documents and other written notifications.
11. Defendant assumed the obligations of keeping a safe and healthy environment, complying with all rules and regulations required to maintain the club, county ordinances and was required by law to obtain permits and maintain the premises where food was served according to al health regulations for the County and State.
12. Since 2017, Plaintiff notified Defendant about certain concerns that impacted the members and the Club itself. These items included violation of Florida and County health and safety regulations, permitting and other such violations.

13. Some of these concerns that Plaintiff raised included, but not limited to, food service equipment were being installed without a permit, food service areas were being infested with vermin and rodents, the PVC water lines under the area of a new Court #3 were being installed without a permit, the Club failed to perform soil testing, the Club failed to address water contamination, the Club was getting fined \$1,000 per day, and a \$2 million dollar Club project was on halt due to being built illegally.
14. Although Plaintiff complained to Defendant from 2017 until 2025, no action was taken by Defendant to remedy these complaints as is required by law and the governing documents.
15. After Plaintiff exercised his rights and alerted other members the Club regarding Defendant's breaches of their legal and fiduciary obligations to members and the community, Plaintiff's membership was suspended by Defendant in violation of their own governing documents.
16. Plaintiff was deprived of membership and privileges which he paid massive dues. These privileges are his right as a member of the community association and dues paying member of the club.
17. The membership was revoked without cause or legal right by Defendant and as such, should not have been revoked.
18. Plaintiff's membership was suspended in the years of 2022, 2023, and 2024 after Plaintiff paid his membership fees and abided by all obligations which were required to maintain membership.
19. Plaintiff complied with the terms of the contract and fulfilled the requirements thereof and was not in breach of any of his obligations under the contract.
20. Defendant breached the contract with intentional violations thereof, took Plaintiff's money with the intent of depriving Plaintiff of rightful membership benefits and did so intentionally,

willfully and in violation of their own governing documents, rules and regulations in order to be vindictive, spiteful and to punish Plaintiff for previous complaints and demands that Defendant obey the law and not place members in harms way by exposing them to health hazards.

21. Plaintiff has suffered damages as a direct result of Plaintiff's breach of said agreement which start with lost dues but also include emotional damages, reputational damages and additional damages as to be proven over the course of this litigation.
22. At all times material hereto, Plaintiff and Defendant were engaged in an agreement that Plaintiff would pay his membership fees and follow the Rules and Regulations that membership required.
23. Plaintiff has retained undersigned counsel in order that his rights and interests be protected and thus has become obligated to pay the undersigned a reasonable attorneys' fee.

COUNT I

Breach of Written Agreement

24. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 23 of this Complaint as if set out in full herein.
25. Plaintiff and Defendant entered into a paid written agreement wherein Plaintiff paid dues and Defendant was to provide services and access in exchange for same.
26. Both parties accepted the agreement and agreed to comply with their respective requirements under this contractual arrangement.
27. Defendant breached its agreement with Plaintiff by revoking membership which was an intentional violation of the contract and retaliatory in nature.
28. Plaintiff suffered damages as a result of Defendant's breach of said agreement.

WHEREFORE, Plaintiff respectfully seeks damages from Defendant for breach of agreement, exclusive of pre-judgment interest, costs, and attorneys' fees and any and all other relief that this Honorable Court deems just and proper.

COUNT III

Unjust Enrichment

29. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-23 of this Complaint as if set out in full herein.

30. Plaintiff has conferred a benefit upon Defendant for paying his annual \$48,000 membership fee, in fact, multiple membership fees.

31. Defendant has knowledge of Plaintiff paying his \$48,000 yearly membership fee.

32. Defendant voluntarily accepted Plaintiff's yearly membership payment.

33. Defendant unjustly benefitted from the accepting the \$48,000 yearly membership payment from the years 2017 to 2025.

34. Plaintiff seeks damages for the value of the membership fees paid to Defendant as well as other incidental costs, known by Defendant, that Plaintiff had to incur as a result of Defendant's Breach.

WHEREFORE, Plaintiff seeks a judgment for unjust enrichment against Defendant, interest and costs, and other damages deemed just and proper by this Honorable Court.

JURY DEMAND

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated: September 22, 2026

Respectfully submitted,

/s/ Daniel H. Hunt, Esq.

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