

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

COMERICA BANK,
a Texas banking corporation,

CASE NO. 12-013597 (18)

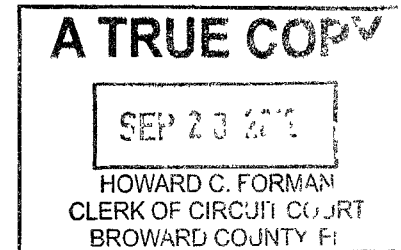
Plaintiff,

FLORIDA BAR NOS. 19968 & 28585

vs.

TROPIC RANCH, INC. a Florida
corporation, H.K. HOTEL
MANAGEMENT, LLC, a Michigan
limited liability company, HANNA
KARCHO-POLSELLI, individually,
BROWARD COUNTY, FLORIDA, a
political subdivision of the State of
Florida, and KENNETH A. FRANK,
individually,

Defendants.



**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION
TO DEFENDANT TROPIC RANCH, INC.**

Pursuant to Florida Rule of Civil Procedure 1.350, Comerica Bank ("Plaintiff") requests Defendant Tropic Ranch, Inc. ("Defendant") to examine and/or copy the following designated items within thirty (30) days from the date of service hereof, or at such other time as may be agreed upon by the office of the undersigned. Attention is directed to the "DEFINITIONS" and "INSTRUCTIONS," which are to be complied with in producing documents pursuant to Florida Rule of Civil Procedure 1.350.

DEFINITIONS

1. Throughout this request, the singular includes the plural, the masculine includes the feminine and neuter, "and" includes "or," "any" includes "all," and vice versa. The words "include" and "including" shall be construed without limitation.

2. "You" and "yours" shall mean Defendant and all of its past or present employees, agents, or representatives; as well as all other persons acting or purporting to act on its behalf.

3. "Complaint" shall mean the Complaint for Foreclosure and Damages that Plaintiff filed in this action.

4. "H.K. Hotel" shall mean H.K. Hotel Management, LLC.

5. "Karcho-Polselli" shall mean Hanna Karcho-Polselli.

6. "Tropic Ranch" shall mean Tropic Ranch, Inc.

7. "County" shall mean Broward County, Florida.

8. "Frank" shall mean and Kenneth A. Frank.

9. "H.K. Loan" shall mean the principal sum of Three Million One Hundred Eighty-Five Thousand and No/Dollars (\$3,185,000.00) that Plaintiff lent to H.K. Hotel on December 6, 2006.

10. "H.K. Note" shall mean the Variable Rate - Installment Note H.K. Hotel executed and delivered to Plaintiff, which is attached to the Complaint as Exhibit "A."

11. "H.K. Guaranty" shall mean the written guaranty dated December 6, 2006 that Karcho-Polselli executed and delivered to Plaintiff, which is attached to the Complaint as Exhibit "B."

12. "Karcho-Polselli Loan" shall mean the principal sum of One Million and No/Dollars (\$1,000,000.00) that Plaintiff lent Karcho-Polselli on December 6, 2006.

13. "Karcho-Polselli Note" shall mean the Variable Rate - Installment Note Karcho-Polselli executed and delivered to Comerica, which is attached to the Complaint as Exhibit "C."

14. "Karcho-Polselli Guaranty" shall mean the written guaranty dated December 6, 2006 that H.K. Hotel executed and delivered to Comerica, which is attached to the Complaint as Exhibit "D."

15. "Loans" shall mean the H.K. Loan and the Karcho-Polselli Loan, collectively.

16. "Notes" shall mean the H.K. Note and the Karcho-Polselli Note, collectively.

17. "Tropic Ranch Guaranty" shall mean the written guaranty dated December 6, 2006 that Tropic Ranch executed and delivered to Comerica, which is attached to the Complaint as Exhibit "E."

18. "Guaranties" shall mean the H.K. Guaranty, the Karcho-Polselli Guaranty, and the Tropic Ranch Guaranty, collectively.

19. "Property" shall mean the real property located in Broward County, Florida that is more particularly described in paragraph 32 of the Complaint.

20. "Mortgage" shall mean the written Continuing Collateral Mortgage dated December 6, 2006 that Tropic Ranch executed and delivered to Comerica, which is attached to the Complaint as Exhibit "F."

21. "Loan Documents" shall mean the Notes, Mortgage, Guaranties and all other documents evidencing and/or securing the Loans.

22. "Forbearance Agreement" shall mean the written Forbearance Agreement dated June 9, 2010, as amended on September 3, 2010 and again on May 5, 2011, that H.K. Hotel, Karcho-Polselli and Tropic Ranch entered into with Plaintiff, which is attached to the Complaint as Exhibit "H."

23. "Person" shall mean any natural person, firm, partnership, association, proprietorship, joint venture, corporation, company, governmental agency, or other organization or business entity.

24. "Documents" shall mean the original and any identical copy, whether in paper or electronic data form, regardless of origin or location, of any writing or record of any type or description in the possession, custody or control of you or of any other person or persons, representatives, agents or attorneys acting on behalf of you, whether relating to fact, opinion, event, recollection or intention, whether draft or final, original or reproduction, including but not limited to the original and any non-identical copy of the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand: affidavits,

agreements, communications, correspondence, telegrams, memoranda, letters, interoffice or intra-office communications, statements, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, summaries or records, studies, surveys, notebooks, charts, graphs, certificates, licenses, drawings, drafts, working papers, applications, resumes, pamphlets, books, periodicals, photographs, tapes, discs, data sheets or data processing cards, or any other written, recorded, transcribed, filmed, or graphic matter.

25. "Communications" shall be construed in its broadest sense and shall mean directly or indirectly describing, setting forth, discussing, mentioning, commenting upon, supporting, contradicting, or referring to the subject or topic in question, either in whole or in part, whether by correspondence, telephone, meeting, telegrams, notes, letters, telecopy transmissions, e-mails, or any occasion of joint or mutual presence as well as the transfer of any document from one person to another.

26. The terms "relate to," "related to," or "relating to" shall be construed in their broadest sense and shall mean comprise, consist of, refer to, contain, mention, describe, embody, constitute, support, corroborate, demonstrate, prove, evidence, show, refute, dispute, rebut, controvert, contradict, negate, reflect or be in any way logically or factually connected to, whether directly or indirectly.

27. The use of a verb in any tense shall be construed as the use of a verb in all other tenses, whenever necessary to bring within the scope of the specification all responses which might otherwise be construed to be outside its scope.

28. Terms in the singular include the plural and terms in the plural include the singular

29. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specification all responses which might otherwise be construed to be outside its scope. "Each" and "every" shall be construed synonymously, as shall the words "any" and "all."

30. As used in this request for production, the term "correspondence" means all letters, faxes, e-mails, writings or memorandums, authored or received by any of the persons whose names appear in this request for production or authored or received by their employees, agents or independent contractors. This term also includes every attachment to such correspondence or any documents that accompany such correspondence.

INSTRUCTIONS

1. **Manner of Production.** Documents produced pursuant to this request shall be separately produced for each paragraph of this request, or, in the alternative, shall be identified as complying with the particular paragraph or paragraphs of the request to which they are responsive, if the documents produced for inspection are produced as they are kept in the usual course of business.

2. **Privileged Documents.** In the event that you wish to assert attorney/client privilege, work product exclusion, or any other privilege as to any document requested, then as to each such document subject to such assertion, you shall provide an identification of the document, including (a) the nature of the document, (b) the date of the document, and (c) the author, sender and recipient, together with a summary statement of the subject matter of such document in sufficient detail to permit the court to reach a ruling in the event of a motion to compel and an indication of the factual and legal basis for the assertion of the privilege.

3. **Documents Not in Possession, Custody, or Control.** If you are unable to produce any document requested, state the reasons why you are unable to produce such document. A negative response to any request without further explanation will be deemed to be your response that the requested document is not in your possession, custody or control, as interpreted by controlling case law.

4. **Documents No Longer in Possession, Custody, or Control.** With respect to documents of which you once had possession, custody or control, but no

longer have possession, custody or control, please identify the document and state why the document is no longer in your possession, custody or control and identify the person who currently has possession, custody or control of the documents.

5. In the event that documents are not in your possession, you are hereby requested to deliver original consent forms directing the appropriate agency or entity to supply the information that you are unable to request.

DOCUMENTS REQUESTED

1. Any and all documents you have received since January 1, 2011 from any state or municipal court in connection with code violations on the Property.
2. All records relating to payments you made since 2006 in connection with the Loan Documents.
3. All records relating to payments you made since 2006 in connection with the Loan Documents.
4. All records relating to payments you have made in connection with the real estate taxes that were due on the Property since 2009.
5. All records relating to payments you have made in connection with the personal property taxes that were due for 2010 relating to the Property and Loan Documents.
6. All records relating to payments you have made in connection with the personal property taxes that were due for 2011 relating to the Property and Loan Documents.
7. Any and all documents demonstrating that you have engaged in loss mitigation efforts with Plaintiff in connection with the Loan Documents.
8. Any and all documents demonstrating that Plaintiff has allegedly denied you "additional time to repair the subject commercial property" as alleged in your second affirmative defense.
9. Any and all documents supporting your contention that Plaintiff has refused to negotiate with you in good faith in connection with the Loans.
10. Any and all documents evidencing that Plaintiff represented to you that it would negotiate reinstatement of the Loans and forbear legal action.
11. Any and all documents supporting your contention that "Plaintiff received funds for allocation on the note, but wrongfully refused to apply them to the note" as alleged in your fifth affirmative defense.
12. All records demonstrating that you currently have insurance coverage for the Property.
13. All documents relating to your financial statements for 2010.
14. All documents relating to your financial statements for 2011.
15. All documents relating to your financial statements for 2012.

16. All documents relating to your operating statements for 2010.
17. All documents relating to your operating statements for 2011.
18. All documents relating to your operating statements for 2012.
19. All documents relating to your tax returns for 2010.
20. All documents relating to your tax returns for 2011.
21. All documents relating to your tax returns for 2012.

Dated: September 20, 2012

Respectfully Submitted,

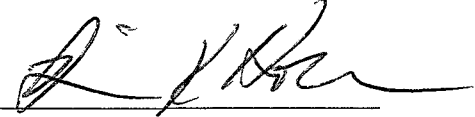
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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 20th day of September 2012, a copy of the foregoing document is being served this day on all counsel of record or *pro se* parties identified on the Service List below in the authorized manner specified.

By: 

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