

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 & 0056208

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 MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND
ANSWERS TO INTERROGATORIES**

Plaintiff Comerica Bank ("Plaintiff"), by and through its undersigned counsel, hereby moves to compel Defendants H.K. Hotel Management, LLC ("H.K. Hotel") and Tropic Ranch, Inc. ("Tropic Ranch") to respond to their respective discovery requests which, despite three extensions, remain outstanding. In support of this Motion, Plaintiff states as follows:

1. On September 20, 2012, Plaintiff served two discovery requests to H.K. Hotel: (i) Plaintiff's First Request for Production to H.K. Hotel; and (ii) Plaintiff's First Set of Interrogatories to H.K. Hotel.

2. That same date, Plaintiff also served two discovery requests to Tropic Ranch: (i) Plaintiff's First Request for Production to Tropic Ranch; and (ii) Plaintiff's First Set of

Interrogatories to Tropic Ranch. All four discovery requests are collectively referred to as the "Discovery Requests."¹

3. The initial deadline for H.K. Hotel and Tropic Ranch to respond to the Discovery Requests was October 25, 2012. *See* Fla. R. Civ. P. 1.340, & 1.350.

4. On October 24, 2012, without conferring with Plaintiff's counsel, H.K. Hotel and Tropic Ranch served a Motion for Enlargement of Time to respond to the Discovery Requests. Their Motion for Enlargement of Time, however, did not specify how much additional time was needed to respond to the Discovery Requests. The same day the Motion for Enlargement of Time was served, Plaintiff's counsel contacted counsel for H.K. Hotel and Tropic Ranch to inquire how much additional time was needed to respond to the Discovery Requests.

5. On November 6, 2012, counsel for H.K. Hotel and Tropic Ranch indicated they needed an additional thirty days, which Plaintiff's counsel agreed to. Accordingly, the new deadline to respond to the Discovery Requests was December 6, 2012.

6. On December 5, 2012, counsel for H.K. Hotel and Tropic Ranch requested a second extension of time to respond the Discovery Requests. The parties agreed that the new deadline for the Discovery Responses would be December 26, 2012.²

7. H.K. Hotel and Tropic Ranch failed to comply with the agreed upon December 26, 2012 deadline.

8. On January 4, 2013, Plaintiff's counsel contacted counsel for H.K. Hotel and Tropic Ranch to inquire about the outstanding responses to the Discovery Requests.

9. Counsel for H.K. Hotel and Tropic Ranch promised to serve their responses to the Discovery Requests by January 10, 2013.³

¹ True and correct copies of the Discovery Requests are attached as **Composite Exhibit "A."**

² A true and correct copy of the email correspondence between Plaintiff's counsel and counsel for H.K. Hotel and Tropic Ranch regarding the first and second extension is attached as **Exhibit "B."**

10. Despite three extensions, H.K. Hotel and Tropic Ranch have failed to respond to the Discovery Requests.

11. H K. Hotel and Tropic Ranch's failure to respond the Discovery Requests has deprived Plaintiff the opportunity to investigate, *inter alia*, the basis for H.K. Hotel and Tropic Ranch's affirmative defenses.

WHEREFORE, Plaintiff respectfully requests that this Court:

- (i) grant this motion;
- (ii) order H.K. Hotel and Tropic Ranch to respond to the Discovery Requests within five (5) days of any order entered on this Motion;
- (iii) award Plaintiff its attorneys fees and costs for having to file this Motion; and
- (iv) grant any other relief this Court deems necessary and equitable.

Dated: January 14, 2013

Respectfully submitted,

HOLLAND & KNIGHT LLP

Counsel for Plaintiff

515 East Las Olas Boulevard, Suite 1200

Fort Lauderdale, FL 33301

Telephone: 954/525-1000

Fax: 954/463-2030

By: 

Brian K. Hole

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brian.hole@hklaw.com

Joshua R. Levenson

Fla. Bar No. 0056208

joshua.levenson@hklaw.com

³ A true and correct copy of the email correspondence Plaintiff's counsel and counsel for H.K. Hotel and Tropic Ranch regarding the third extension is attached as **Exhibit "C."**

CERTIFICATE OF SERVICE

I hereby certify that on **January 14, 2013**, a true and correct copy of the foregoing was served on all parties on the Service List below in the manner specified.



Brian K. Hole
Fla. Bar No. 0019968

SERVICE LIST

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Counsel for Tropic Ranches, Inc., H.K. Hotel Management, LLC, and Hanna Karcho-Polselli
[Via Email]

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[Via U.S. Mail and Email]

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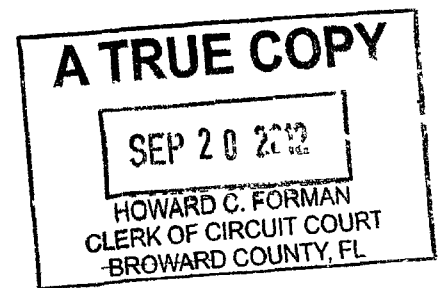
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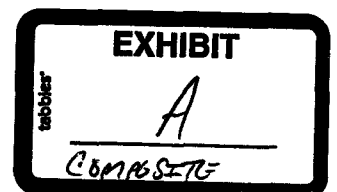
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BROWARD COUNTY, FLORIDA, a
political subdivision of the State of
Florida, and KENNETH A. FRANK,
individually,

Defendants.



**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION
TO DEFENDANT H.K. HOTEL MANAGEMENT, LLC**

Pursuant to Florida Rule of Civil Procedure 1.350, Comerica Bank ("Plaintiff") requests Defendant H.K. Hotel Management, LLC ("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,

HOLLAND & KNIGHT LLP
Counsel for Comerica Bank
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301
Telephone No: (954) 525-1000
Fax No: (954) 463-2030

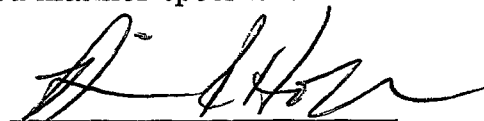
By: 

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Florida Bar No. 0028585
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Joshua R. Levenson
Florida Bar No. 0056208
joshua.levenson@hklaw.com

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:

A handwritten signature in black ink, appearing to read 'B. K. Hole', written over a horizontal line.

Brian K. Hole
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Counsel for Tropic Ranches, Inc., H.K. Hotel Management, LLC, and Hanna Karcho-Polselli
[Via Email]

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Joni Armstrong Coffey, Esq.
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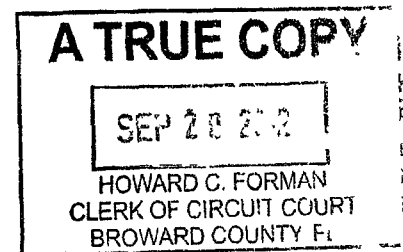
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individually,

Defendants.



**PLAINTIFF'S NOTICE OF SERVING INTERROGATORIES TO
H.K. HOTEL MANAGEMENT, LLC**

Pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, Plaintiff Comerica Bank propounds the following written interrogatories to be answered by Defendant H K. Hotel Management, LLC separately and fully in writing under oath within thirty (30) days after service hereof.

Dated: September 20, 2012

Respectfully Submitted,

HOLLAND & KNIGHT LLP
Counsel for Comerica Bank
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301
Telephone No: (954) 525-1000
Fax No: (954) 463-2030

By: 

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By: 

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political subdivision of the State of
Florida, and KENNETH A. FRANK,
individually,

Defendants.

**PLAINTIFF'S FIRST SET OF INTERROGATORIES TO
H.K. HOTEL MANAGEMENT, LLC**

Plaintiff Comerica Bank ("Plaintiff") propounds the following written interrogatories to be answered by Defendant H.K. Hotel Management, LLC ("Defendant"), in writing under oath within the time provided by Rule 1.340, or within such time as may be agreed to or required by further order of Court.

DEFINITIONS AND INSTRUCTIONS

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.

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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. "Identify," when used with reference to a natural person means state:

- (a) his full name and address (or if the present is not known, his last known address);
- (b) the full name and address of each of his employers, each corporation of which he is an officer or director and each business in which he is a principal;
- (c) his present (or, if the present is not known, his last known) position and his position or positions at the time of the act to which the interrogatory answer relates; and
- (d) such other information sufficient to enable Plaintiff to identify the person.

28. "Identify," when used with reference to any entity other than a natural person, means:

- (a) state the full name of the entity, the type of entity (e.g. corporation, partnership, etc.) the address of its principal place

of business, its principal business activity and, if it is a corporation, the jurisdiction under the laws of which it has been organized and the date of such organization;

- (b) identify each of the entities' officers, directors, shareholders or other principals;
- (c) state whatever other information you may have concerning the existence or identity of the entity.

29. "Identify," when used with reference to a document or communication, means state:

- (a) its nature (e.g. letter, telegram, memorandum, chart, report, study), date, author, date and place of preparation and the name and address of each addressee, if there is an addressee;
- (b) the identify of each signer to the document or communication;
- (c) the title or heading of the document or communication;
- (d) its substance;
- (e) its present (or, if the present is not known, the last known) location and custodian;
- (f) the identity of each person to whom a copy was sent and each date of its receipt and each date of its transmittal or other disposition by (1) you and (2) any other person (naming such other person) who, at the time, either received, transmitted or otherwise disposed of such document or communication and each copy thereof;
- (g) the circumstances of each such receipt and each transmittal or other disposition, including identification of the person from whom received and the person to whom transmitted.

30. You may, in lieu of identifying any document, attach a true copy of such document or communications as an exhibit to your answers to these interrogatories, along with an explicit reference to the interrogatory to which each such attached document or communication relates.

31. In answering each interrogatory, identify each document or communication or act (a) relied upon in the preparation of each answer; (b) which

forms all or part of the basis for that answer; (c) which corroborates the answer; and (d) the substance of which forms all or part of the answer.

32. If all of the information furnished in answer to all or part of an interrogatory is not within the personal knowledge of the affiant, identify each person to whom all or part of the information furnished is a matter of personal knowledge and each person who communicated to the affiant any part of the information furnished.

33. If additional space is required, please attach additional sheets.

(interrogatories begin on next page)

INTERROGATORIES

1. Please state the name, address, phone number and title of the person answering these Interrogatories.
2. Please provide the name, address and phone number of each person with knowledge of payments you have made on the Loan Documents.

3. Please state the date and amount of each payment you have made under the Loan Documents since 2006.
4. Please explain in detail how Plaintiff has allegedly thwarted your loss mitigation efforts in connection with the Loan Documents as alleged in your second affirmative defense.

5. Please explain in detail how Plaintiff has allegedly denied you “additional time to repair the subject commercial property” as alleged in your second affirmative defense.

6. Please explain in detail the alleged representations Plaintiff has made to you regarding an alleged reinstatement of the Loans and forbearance of legal action, including the date(s) on which such representations were made, where they were made, the name(s) of the individual(s) who made them, and whether such representations were oral or in writing.

7. Please explain the factual basis for your allegation 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.
8. Please state the date and amount of each payment you have made for real estate taxes in connection with the Property since 2009.

11. Please explain why you denied paragraph 23 of the Complaint in your Answer and Affirmative Defenses to the Complaint.

12. Please explain why you denied paragraph 25 of the Complaint in your Answer and Affirmative Defenses to the Complaint.

VERIFICATION

I swear or affirm that the answers provided to the foregoing are true and correct.

H.K. Hotel Management, LLC

By: _____

Its: _____

STATE OF _____) : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as _____ of Tropic Ranch, Inc., who is personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed:

My commission expires:

(NOTARY SEAL)

My commission number is:

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)

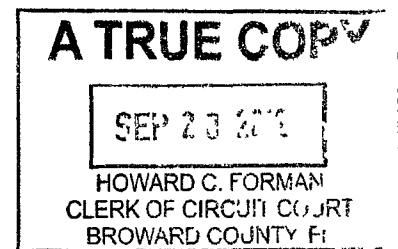
Plaintiff,

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,

HOLLAND & KNIGHT LLP
Counsel for Comerica Bank
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301
Telephone No: (954) 525-1000
Fax No: (954) 463-2030

By: 

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brian.hole@hklaw.com
Nicole C. Velasco
Florida Bar No. 0028585
nicole.velasco@hklaw.com
Joshua R. Levenson
Florida Bar No. 0056208
joshua.levenson@hklaw.com

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: _____



Brian K. Hole
Florida Bar No. 019968
brian.hole@hklaw.com

SERVICE LIST

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Email: mtobin@thothmanandtobin.com; ocicilia@rothmanandtobin.com;
bfortun@rothmanandtobin.com

Counsel for Tropic Ranches, Inc., H.K. Hotel Management, LLC, and Hanna Karcho-Polselli

[Via Email]

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Joni Armstrong Coffey, Esq.
County Attorney for Broward County
Office of the County Attorney
Governmental Center, Suite 423
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Fort Lauderdale, FL 33301
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Fax: (954) 357-7641

Email: mmoore@broward.org

Counsel for Broward County

[Via Email]

Kenneth A. Frank
1323 S.E. 3rd Avenue
Pompano Beach, FL 33062
[Via U.S. Mail]

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)

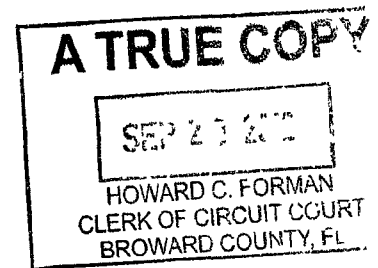
Plaintiff,

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.



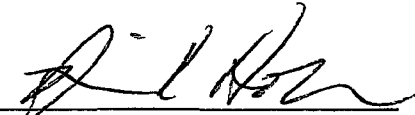
**PLAINTIFF'S NOTICE OF SERVING INTERROGATORIES TO
TROPIC RANCH, INC.**

Pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, Plaintiff Comerica Bank propounds the following written interrogatories to be answered by Defendant Tropic Ranch, Inc. separately and fully in writing under oath within thirty (30) days after service hereof.

Dated: September 20, 2012

Respectfully Submitted,


HOLLAND & KNIGHT LLP
Counsel for Comerica Bank
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301
Telephone No: (954) 525-1000
Fax No: (954) 463-2030

By: 

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brian.hole@hklaw.com
Nicole C. Velasco
Florida Bar No. 0028585
nicole.velasco@hklaw.com
Joshua R. Levenson
Florida Bar No. 0056208
joshua.levenson@hklaw.com

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: 

Brian K. Hole
Florida Bar No. 019968
brian.hole@hklaw.com

SERVICE LIST

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bfortun@rothmanandtobin.com
Counsel for Tropic Ranches, Inc., H.K. Hotel Management, LLC, and Hanna Karcho-Polselli
[Via Email]

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Joni Armstrong Coffey, Esq.
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Fort Lauderdale, FL 33301
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Counsel for Broward County
[Via Email]

Kenneth A. Frank
1323 S.E. 3rd Avenue
Pompano Beach, FL 33062
[Via U.S. Mail]

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 SET OF INTERROGATORIES TO
TROPIC RANCH, INC.**

Plaintiff Comerica Bank ("Plaintiff") propounds the following written interrogatories to be answered by Defendant Tropic Ranch, Inc. ("Defendant"), in writing under oath within the time provided by Rule 1.340, or within such time as may be agreed to or required by further order of Court.

DEFINITIONS AND INSTRUCTIONS

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. "Identify," when used with reference to a natural person means state:

- (a) his full name and address (or if the present is not known, his last known address);
- (b) the full name and address of each of his employers, each corporation of which he is an officer or director and each business in which he is a principal;
- (c) his present (or, if the present is not known, his last known) position and his position or positions at the time of the act to which the interrogatory answer relates; and
- (d) such other information sufficient to enable Plaintiff to identify the person.

28. "Identify," when used with reference to any entity other than a natural person, means:

- (a) state the full name of the entity, the type of entity (e.g. corporation, partnership, etc.) the address of its principal place

of business, its principal business activity and, if it is a corporation, the jurisdiction under the laws of which it has been organized and the date of such organization;

- (b) identify each of the entities' officers, directors, shareholders or other principals;
- (c) state whatever other information you may have concerning the existence or identity of the entity.

29. "Identify," when used with reference to a document or communication, means state:

- (a) its nature (e.g. letter, telegram, memorandum, chart, report, study), date, author, date and place of preparation and the name and address of each addressee, if there is an addressee;
- (b) the identify of each signer to the document or communication;
- (c) the title or heading of the document or communication;
- (d) its substance;
- (e) its present (or, if the present is not known, the last known) location and custodian;
- (f) the identity of each person to whom a copy was sent and each date of its receipt and each date of its transmittal or other disposition by (1) you and (2) any other person (naming such other person) who, at the time, either received, transmitted or otherwise disposed of such document or communication and each copy thereof;
- (g) the circumstances of each such receipt and each transmittal or other disposition, including identification of the person from whom received and the person to whom transmitted.

30. You may, in lieu of identifying any document, attach a true copy of such document or communications as an exhibit to your answers to these interrogatories, along with an explicit reference to the interrogatory to which each such attached document or communication relates.

31. In answering each interrogatory, identify each document or communication or act (a) relied upon in the preparation of each answer; (b) which

forms all or part of the basis for that answer; (c) which corroborates the answer; and (d) the substance of which forms all or part of the answer.

32. If all of the information furnished in answer to all or part of an interrogatory is not within the personal knowledge of the affiant, identify each person to whom all or part of the information furnished is a matter of personal knowledge and each person who communicated to the affiant any part of the information furnished.

33. If additional space is required, please attach additional sheets.

(interrogatories begin on next page)

INTERROGATORIES

1. Please state the name, address, phone number and title of the person answering these Interrogatories.
2. Please provide the name, address and phone number of each person with knowledge of payments you have made on the Tropic Ranch Guaranty.

3. Please state the date and amount of each payment you have made under the Tropic Ranch Guaranty since 2006.

4. Please provide the name, address and phone number of each person with knowledge of payments you have made on the Loan Documents.

5. Please state the date and amount of each payment you have made under the Loan Documents since 2006.
6. Please explain in detail how Plaintiff has allegedly thwarted your loss mitigation efforts in connection with the Loan Documents as alleged in your second affirmative defense.

7. Please explain in detail how Plaintiff has allegedly denied you “additional time to repair the subject commercial property” as alleged in your second affirmative defense.
8. Please explain in detail the alleged representations Plaintiff has made to you regarding an alleged reinstatement of the Loans and forbearance of legal action, including the date(s) on which such representations were made, where they were made, the name(s) of the individual(s) who made them, and whether such representations were oral or in writing.

9. Please explain the factual basis for your allegation 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.
10. Please state the date and amount of each payment you have made for real estate taxes in connection with the Property since 2009.

13. Please explain why you denied paragraph 23 of the Complaint in your Answer and Affirmative Defenses to the Complaint.

14. Please explain why you denied paragraph 25 of the Complaint in your Answer and Affirmative Defenses to the Complaint.

VERIFICATION

I swear or affirm that the answers provided to the foregoing are true and correct.

TROPIC RANCH, INC.

By: _____

Its: _____

STATE OF _____) : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as _____ of Tropic Ranch, Inc., who is personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed:

My commission expires:

(NOTARY SEAL)

My commission number is:

Levenson, Joshua R (FTL - X27852)

From: Hole, Brian (FTL - X27910)
Sent: Thursday, December 06, 2012 11 57 AM
To: Paula Levy
Cc: Michael Tobin, Bibi Fortun
Subject: RE SERVICE OF COURT DOCUMENT(S), Case No CACE12-013597 (18), Comerica Bank v Tropic Ranch, Inc.

Per your request, this is to confirm you have an enlargement through December 26, 2012 to respond to all outstanding discovery.

Best regards.

Brian.

Brian Hole | Holland & Knight

Partner

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale FL 33301

Phone 954.468.7910 | Fax 954.463.2030

brian.hole@hklaw.com | www.hklaw.com

From: Paula Levy [mailto:plevy@rothmanandtobin.com]

Sent: Thursday, December 06, 2012 11:52 AM

To: Hole, Brian (FTL - X27910)

Cc: Michael Tobin; Bibi Fortun

Subject: Re: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

20 days should be fine. Please confirm. Thank you.

Paula Levy, Esq.

Rothman & Tobin, P.A.

12514 W. Atlantic Boulevard

Coral Springs, FL 33071

Telephone (954) 510-0500

Facsimile (954) 510-0440

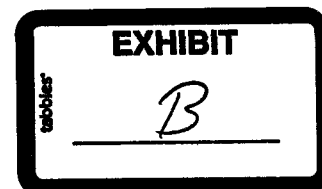
<http://www.rothmanandtobin.com>

On Dec 6, 2012, at 11:20 AM, "Brian.Hole@hklaw.com" <Brian.Hole@hklaw.com> wrote:

Hello Paula,

You do not say how much additional time you are asking for. Please let me know how much time you want. As you are aware, we asked for repeated extensions because we had a large amount of documents that needed to be reviewed for privilege. Is it safe for me to assume that you will be producing a large volume of documents as well?

Best regards.



Brian.

Brian Hole | Holland & Knight

Partner

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale FL 33301

Phone 954.468.7910 | Fax 954.463.2030

brian.hole@hklaw.com | www.hklaw.com

From: Paula Levy [mailto:plevy@rothmanandtobin.com]

Sent: Wednesday, December 05, 2012 7:02 PM

To: Hole, Brian (FTL - X27910)

Cc: Bibi Fortun; Michael Tobin

Subject: RE: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18),
Comerica Bank v. Tropic Ranch, Inc.

Good evening, Brian.

May we please have an additional extension, as to the remaining discovery? As you know, we already responded to the RFA.

Thank you.

Very Truly Yours,

Paula Levy, Esq.

Rothman & Tobin, P.A.

12514 W. Atlantic Boulevard

Coral Springs, FL 33071

Telephone (954) 510-0500

Facsimile (954) 510-0440

<http://www.rothmanandtobin.com>

Error! Filename not specified.

From: Paula Levy

Sent: Tuesday, November 06, 2012 12:44 PM

To: Brian.Hole@hklaw.com

Cc: Bibi Fortun; Michael Tobin

Subject: Re: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18),
Comerica Bank v. Tropic Ranch, Inc.

We will need 30 days from today, please. Thank you.

Paula Levy, Esq.
Rothman & Tobin, P.A.
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Facsimile (954) 510-0440
<http://www.rothmanandtobin.com>

On Nov 6, 2012, at 11:36 AM, "Brian.Hole@hklaw.com" <Brian.Hole@hklaw.com> wrote:

Hello Paula,

I am fine with an additional 30 days for you to respond to the written discovery. I would have gladly provided you this from the get-go but was confused when you decided to file a motion rather than just reach out to me. I was not sure what you had in mind by filing the motion rather than calling me. You will now have 30 days from the original due date.

Best regards.

Brian.

Brian Hole | Holland & Knight

Partner

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale FL 33301

Phone 954.468.7910 | Fax 954.463.2030

brian.hole@hklaw.com | www.hklaw.com

End to all press book - Nov 9, 2012 - End to all press book

From: Paula Levy [<mailto:plevy@rothmanandtobin.com>]

Sent: Wednesday, October 31, 2012 12:04 PM

To: Hole, Brian (FTL - X27910)

Cc: Bibi Fortun; Michael Tobin

Subject: Re: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

Hi, Brian. 30 days?

Paula Levy, Esq.
Rothman & Tobin, P.A.
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Coral Springs, FL 33071
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Facsimile (954) 510-0440
<http://www.rothmanandtobin.com>

On Oct 24, 2012, at 10:44 AM, "Brian.Hole@hklaw.com" <Brian.Hole@hklaw.com> wrote:

Hello Paula,

Very Truly Yours,
Paula Levy, Esq.
Rothman & Tobin, P.A.
12514 W. Atlantic Boulevard
Coral Springs, FL 33071
Telephone (954) 510-0500
Facsimile (954) 510-0440
<http://www.rothmanandtobin.com>
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<MFE.pdf.pdf>

Levenson, Joshua R (FTL - X27852)

From: Hole, Brian (FTL - X27910)
Sent: Tuesday, January 08, 2013 10:25 AM
To: Paula Levy
Cc: Michael Tobin; Bibi Fortun
Subject: RE: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

This week will work for us. If we do not receive the discovery by Thursday, I will have no choice but to file a motion to compel. Thank you.

Brian Hole | Holland & Knight

Partner

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale FL 33301

Phone 954.468.7910 | Fax 954.463.2030

brian.hole@hklaw.com | www.hklaw.com

For the court's use only - please do not delete

From: Paula Levy [mailto:plevy@rothmanandtobin.com]
Sent: Tuesday, January 08, 2013 8:36 AM
To: Hole, Brian (FTL - X27910)
Cc: Michael Tobin; Bibi Fortun
Subject: Re: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

Hello, Brian.

I hope to get you the outstanding discovery this week.
Thank you for your patience.

Sent from my iPhone

On Jan 4, 2013, at 6:44 PM, "Brian.Hole@hklaw.com" <Brian.Hole@hklaw.com> wrote:

Hello Paula,

Yesterday, we served our revised response to your document request in compliance with the Court's order. We received yesterday your response to the outstanding request for admissions. When can we expect to receive the remainder of the discovery you owe us?

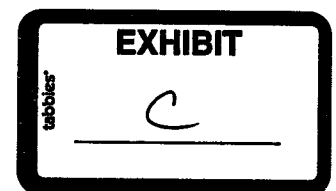
Best regards.

Brian.

Brian Hole | Holland & Knight

Partner

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale FL 33301



Phone 954.468.7910 | Fax 954.463.2030
brian.hole@hklaw.com | www.hklaw.com

[Add to address book](#) [View professional biography](#)

From: Paula Levy [<mailto:plevy@rothmanandtobin.com>]
Sent: Thursday, December 27, 2012 1:08 AM
To: Hole, Brian (FTL - X27910)
Cc: Michael Tobin; Bibi Fortun
Subject: Fwd: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

Hello Brian. Can we make both sides' discovery due on this court-ordered deadline?
Happy Holidays.

Paula Levy, Esq.
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Coral Springs, FL 33071
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Begin forwarded message:

From: Paula Levy <plevy@rothmanandtobin.com>
Date: December 11, 2012 2:28:41 PM EST
To: "Brian.Hole@hklaw.com" <Brian.Hole@hklaw.com>,
"joshua.levenson@hklaw.com" <joshua.levenson@hklaw.com>
Subject: RE: SERVICE OF COURT DOCUMENT(S), Case No.: CACE12-013597 (18), Comerica Bank v. Tropic Ranch, Inc.

Pursuant to Rule 2.516, Defendants serve the attached via
E-mail on December 11, 2012:

Court:	17th Judicial Circuit, Broward
Case No.:	CACE12-013597 (18)
Initial Plaintiff:	COMERICA BANK
Initial Defendant:	TROPIC RANCH, INC., et. al.
Title of Document(s) being served:	1. Order Granting Motion to Compel Better Production 2. Affidavit of No Rents Received (11/12)
Sender's Name:	Paula Levy, Esq.
Sender's Phone:	(05) 895-3225
Sender's Email:	plevy@rothmanandtobin.com

Very Truly Yours,

Paula Levy, Esq.
Rothman & Tobin, P.A.
12514 W. Atlantic Boulevard
Coral Springs, FL 33071
Telephone (954) 510-0500
Facsimile (954) 510-0440
<http://www.rothmanandtobin.com>

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