

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 NOTICE OF SERVING FIRST SET
OF INTERROGATORIES TO HANNA KARCHO-POLSELLI**

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 Hanna Karcho-Polselli separately and fully in writing under oath within thirty (30) days after service hereof.

Dated: January 7, 2013

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: 

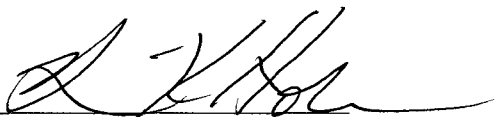
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Florida Bar No. 019968
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Joshua R. Levenson
Florida Bar No. 0056208
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of January 2013, 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

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

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KENNETH A. FRANK, individually,

Defendants.

**PLAINTIFF'S FIRST SET OF INTERROGATORIES TO
HANNA KARCHO-POLSELLI**

Plaintiff Comerica Bank ("Plaintiff") propounds the following written interrogatories to be answered by Defendant Hanna Karcho-Polselli ("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 her past or present employees, agents, or representatives; as well as all other persons acting or purporting to act on her 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.

34. All requests are limited to the twenty-four months preceding the date of this request.

(interrogatories begin on next page)

INTERROGATORIES

1. Please state the name, address, phone number and title of the person answering these Interrogatories.
2. Please identify any and all verbal or oral agreements between Remo Polselli and Frank relating to the Property.

3. Please identify any and all verbal or oral agreements between Karcho-Polselli and Frank relating to the Property.

4. Please identify any and all verbal or oral agreements between Tropic Ranch and Frank relating to the Property.

5. Please identify any and all verbal or oral agreements between H.K. Hotel and Frank relating to the Property.
6. Please identify any and all verbal or oral agreements between Remo Polselli and Frank relating to the Loan Documents.

7. Please identify any and all verbal or oral agreements between Karcho-Polselli and Frank relating to the Loan Documents.

8. Please identify any and all verbal or oral agreements between Tropic Ranch and Frank relating to the Loan Documents.

9. Please identify any and all verbal or oral agreements between H.K. Hotel and Frank relating to the Loan Documents.

10. Please identify any and all verbal or oral agreements between H.K. Hotel and Frank relating to the Loan Documents.

VERIFICATION

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

HANNA KARCHO-POLSELLI

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Hanna Karcho-Polselli, 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: