

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

COMERICA BANK,

Plaintiff,

vs.

OCEAN 4660, LLC, et. al.,

Defendants.

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GENERAL JURISDICTION DIVISION

CASE NO.: CACE11028447 (03)

**DEFENDANTS' FIRST REQUEST FOR PRODUCTION**

Defendants, OCEAN 4660, LLC, HANNA KARCHO-POLSELLI and REMO POLSELLI, by and through their undersigned attorneys and pursuant to Florida Rule of Civil Procedure 1.350, hereby request that Plaintiff, COMERICA BANK, produce the following described documents, within the time provided by said rule, at the law offices of ROTHMAN & TOBIN, P.A., 11900 Biscayne Boulevard, Suite 740, North Miami, Florida 33181, within thirty (30) days of service of this request:

**I. DEFINITIONS**

A. "Plaintiff" shall mean COMERICA BANK, or any attorneys, trustees, beneficiaries, agents or employees, or any of their predecessors in interest, or any person purporting to act on behalf of the foregoing.

B. "Defendants" shall mean OCEAN 4660, LLC, HANNA KARCHO-POLSELLI and REMO POLSELLI, or any attorneys, trustees, beneficiaries, agents or employees, sub-associations, or any of its predecessors in interest, or any person purporting to act on behalf of any of the foregoing.

C. "Subject Loan" shall refer to the Loan Documents, as defined in Paragraph 29 of Plaintiff's Second Amended Complaint.

D. "Swap Agreement" shall refer to the ISDA Master Agreement between the parties, as defined in Paragraph 20 of Plaintiff's Second Amended Complaint.

E. "Forbearance Agreement" shall refer to the forbearance agreement between the parties, as defined in Paragraph 30 of Plaintiff's Second Amended Complaint.

F. "Documents" is used in the broadest sense and includes, but is not limited to the following: agreements; communications, including intra-company communications; correspondence; telegrams; telexes; facsimile transactions (fax); magnetic tape, disc, or other form of magnetic recording; microfiche or micro film; memoranda; records; books; summaries or records of personal conversations or interviews; diaries, forecasts; statistical statements; minutes or records of meetings; opinions or reports of consultants; contracts; pleadings; checks, both front and back; check stubs or receipts; invoice vouchers; and any other document or writing of whatever description within the possession, custody or control of the responding party.

G. Any supposed ambiguity in any request shall be construed to give the request its broadest interpretation.

H. The singular shall include the plural and vice versa.

## II. DOCUMENTS TO BE PRODUCED

1. A current payment ledger showing the application of all payments received on the Subject Loan, since its inception.

2. Front and back copies of all checks or other payments received on the Subject Loan, since its inception.

3. Any and all correspondence between any of the Defendants and Plaintiff, or any of Plaintiff's representatives, including participating brokers, from the time Defendants first

made application for the Subject Loan, until the inception of the Subject Loan, including, but not limited to, all negotiations concerning the terms and origination thereof.

4. Any and all correspondence between any of the Defendants and Plaintiff concerning the Subject Loan, since its inception.

5. Any and all correspondence specifically relating to the SWAP Agreement, including but not limited to those items which demonstrate how the SWAP Agreement was negotiated with and/or explained to Defendants, and specifically including, but not limited to, those items mentioning or sent to or from Michael Malaga and/or Steve Davis.

6. Any and all correspondence, including copies of all draft agreement(s) sent by or proposed to Plaintiff, including but not limited to those items which demonstrate how the Forbearance was negotiated with and/or explained to Defendants, how the payments were to be adjusted and/or re-amortized, and how the post-forbearance payments were to be applied.

7. Any documents which are not privileged and are not encompassed by the previous requests, which are part of Plaintiff's loan file for the Subject Loan.

8. To the extent they are not encompassed by prior requests or protected by privilege, all documents which relate to, or which would serve to support or refute, the allegations contained in Plaintiff's Second Amended Complaint.

9. To the extent they are not encompassed by prior requests or protected by privilege, all documents which relate to, or which would serve to support or refute, Defendants' Answer & Affirmative Defenses to Plaintiff's Second Amended Complaint.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent by U.S. Mail this 17 day of July, 2012 to: Brian K. Hole, Esq., Holland & Knight LLP, 515 E. Las Olas Blvd., Suite 1200, Fort Lauderdale, FL 33301-4249; E-Mail: brian.hole@hklaw.com.

ROTHMAN & TOBIN, P.A.

11900 Biscayne Boulevard  
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North Miami, Florida 33181  
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By: 

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Florida Bar No. 958931  
Paula Levy, Esq.  
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