

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

MARGARET J. SMITH,
As Managing General Partner of
P&S ASSOCIATES, GENERAL PARTNERSHIP,
a Florida limited partnership, and
S&P ASSOCIATES, GENERAL PARTNERSHIP,
a Florida limited partnership; and
P&S ASSOCIATES, GENERAL PARTNERSHIP,
A Florida limited partnership; and
S&P ASSOCIATES, GENERAL PARTNERSHIP,
A Florida limited partnership,
Plaintiffs,

CASE NO.: 12-034121 (07)
Complex Litigation Unit

V.
JANET A. HOOKER CHARITABLE TRUST, a charitable trust, et al.,
Defendants.

DEFENDANT, HERBERT IRWIG REVOCABLE TRUST'S
FIRST REQUEST FOR PRODUCTION TO PLAINTIFFS

Pursuant to Florida Rule of Civil Procedure 1.350, Plaintiffs, by and through their undersigned counsel, hereby respond and object to Defendant, HERBERT IRWIG REVOCABLE TRUST's ("Defendant" or "Irwig Trust"), First Request for Production of Documents.

GENERAL OBJECTIONS

General Objection 1: Plaintiffs' investigation of the facts relevant to the instant matter is in its initial stages and review of documents in his possession is still in its initial phases. It is therefore not possible to provide complete productions at this juncture. However, the Plaintiffs will respond to Defendants request for production while reserving the right to supplement her responses at a later time.

General Objection 2: Plaintiffs will not organize or select documents for Defendants and Plaintiffs will not attempt to indicate in any way which documents (if any) respond to any

particular inquiry, but shall produce all documents in the manner in which they are and have been maintained in the ordinary course of the Trustee's business and/or in the manner such documents have been stored in the ordinary course of business.

General Objection 3: To the extent that documents are protected by the Work Product or Attorney-Client Privilege, or any other applicable privilege law or rule the Plaintiffs object to their production. To the extent that documents are being withheld on the basis of privilege, Plaintiffs will produce a privilege log upon request and as soon as reasonably practicable.

General Objection 4: Plaintiffs stated agreement to produce hereunder is not a representation that any such documents exist; rather, it is merely an indication that if such documents exist and are in the possession custody and/or control of the Plaintiffs and are not privileged, they will be produced as indicated.

General Objection 5: Plaintiffs' production of any document is not an acknowledgement that such document is relevant to any issue in the litigation between him and Defendants and/or acknowledgement that such document is responsive to any request.

General Objection 6: It is possible that Plaintiffs will inadvertently produce a document that is otherwise privileged. Such inadvertent production is not intended to waive, alter or otherwise impact the privilege with respect to the particular document, with respect to the subject matter(s) reflected in the document and/or otherwise.

SPECIFIC RESPONSES AND OBJECTIONS

1. All ledgers (spreadsheets and the like) showing all the Irwig Trust's deposits and withdrawals with respect to the P&S Partnership at any time between January 1, 1994 and December 31,2006.

Response: Plaintiffs object to Request for Production Number 1 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

2. All ledgers (spreadsheets and the like) showing all the Irwig Trust's deposits and withdrawals with respect to the S&P Partnership at any time between January 1, 1994 and December 31, 2006.

Response: Plaintiffs object to Request for Production Number 2 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

3. All documents which support or relate to the allegations in the Complaint concerning how much money the Irwig Trust invested in the in the P&S Partnership and how much money the Irwig Trust received from the P&S Partnership.

Response: Plaintiffs object to Request for Production Number 3 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

4. All documents which support or relate to the allegations in the Complaint concerning how much money the Irwig Trust invested in the in the S&P Partnership and how much money the Irwig Trust received from the S&P Partnership.

Response: Plaintiffs object to Request for Production Number 4 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

5. All signature pages of partnership agreements signed by the Irwig Trust with respect to the P&S Partnership.

Response: Subject to the foregoing General Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located.

6. All signature pages of partnership agreements signed by the Irwig Trust with respect to the S&P Partnership.

Response: Subject to the foregoing General Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located.

7. All Statements/Status Reports issued by the P&S Partnership to the Irwig Trust between January 1, 1994 and December 31, 2006.

Response: Plaintiffs object to the term “Statements/Status Reports” because it is unclear what documents are being referenced in this context. Subject to the foregoing Specific and General Objections, Plaintiffs will produce any non-privileged documents upon entering into a confidentiality agreement.

8. All Statements/Status Reports issued by the S&P Partnership to the Irwig Trust between January 1, 1994 and December 31, 2006.

Response: Plaintiffs object to the term “Statements/Status Reports” because it is unclear what documents are being referenced in this context. Subject to the foregoing Specific and General Objections, Plaintiffs will produce any non-privileged documents upon entering into a confidentiality agreement.

9. All correspondence between the P&S Partnership (or anyone acting on behalf of the P&S Partnership or purporting to act on behalf of the P&S Partnership) and the Irwig Trust.

Response: Plaintiffs object to Request for Production Number 9 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege or other privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

10. All correspondence between the S&P Partnership (or anyone acting on behalf of the S&P Partnership or purporting to act on behalf of the S&P Partnership) and the Irwig Trust.

Response: Plaintiffs object to Request for Production Number 10 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege or other privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

11. All correspondence referring to the Irwig Trust.

Response: Plaintiffs object to Request for Production Number 11 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege or other privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

12. All correspondence in which the managing general partner or any other person asked and/or directed the Irwig Trust to return money received from the P&S Partnership.

Response: Plaintiffs object to Request for Production Number 12 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege or other privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement

13. All correspondence in which the managing general partner or any other person asked and/or directed the Irwig Trust to return money received from the S&P Partnership.

Response: Subject to the foregoing General Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

14. All KIs and Amended Schedule KIs (IRS Form 1065) issued to the Irwig Trust between January 1, 1994 and December 31, 2006 in relation to the P&S Partnership.

Response: Plaintiffs object to Request for Production Number 14 because it requests the production of documents which are protected by Work Product or Attorney-Client Privilege or other privilege. Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

15. All KIs and Amended Schedule KIs (IRS Form 1065) issued to the Irwig Trust between January 1, 1994 and December 31, 2006 in relation to the S&P Partnership.

Response: Subject to the foregoing General and Specific Objections, Plaintiffs will produce any non-privileged documents responsive to this Request to the extent that they can be reasonably located upon entering into a confidentiality agreement.

16. All documents and communications that evidence the date or the approximate date when any statute of limitations which may be applicable in this litigation accrued.

Response: The Conservator Objects to Request for Production Number 16 because it is unclear and vague what “the approximate date when any statute of limitations which may be applicable in this litigation accrued” means and because any response to this Request would require disclosure of documents protected by Work Product and the Attorney Client Privilege.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via Electronic Mail upon counsel identified below registered to receive electronic notifications and regular U.S. mail upon *Pro Se* parties this 10th day of January, 2014 upon the following:

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