

**IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT, IN  
AND FOR BROWARD COUNTY, FLORIDA**

CASE NO.: 12-034121 (04)

P & S ASSOCIATES, GENERAL PARTNERSHIP,  
a Florida limited partnership; and S&P  
ASSOCIATES, GENERAL PARTNERSHIP, a  
Florida limited partnership, *et al.*,

Plaintiffs,

v.

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

Defendants.

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**PLAINTIFFS' FIRST SET OF  
INTERROGATORIES TO DEFENDANT  
HERBERT IRWIG REVOCABLE TRUST**

Plaintiffs, P&S Associates, General Partnership (“P&S”), S&P Associates, General Partnership (“S&P”) and Philip Von Kahle as Conservator on behalf of P&S and S&P (“Conservator”) (collectively and individually referred to as, the “Partnerships” or “Plaintiffs”), by and through their undersigned attorneys, pursuant to Fla.R.Civ.P., R.1.340, request that Defendant Herbert Irwig Revocable Trust (“Defendant”), answer each of the following interrogatories set forth below separately and fully in writing, under oath, within the time permitted by the Florida Rules of Civil Procedure.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served this

10<sup>th</sup> day of December, 2013 via Electronic Mail to:

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By: s/Leonard K. Samuels

## DEFINITIONS AND INSTRUCTIONS:

The following definitions shall apply to this First Set of Interrogatories:

A. "You", "Your", or "Defendant" as used herein means Defendant Herbert Irwig Revocable Trust and includes any and all agents, employees, servants, officers, directors, attorneys and any other person or entity acting or purporting to act on its behalf.

B. "P&S" as used herein means Plaintiff P&S Associates, General Partnership, and includes any and all agents, employees, servants, officers, directors, attorneys and any other person or entity acting or purporting to act on its behalf.

C. "S&P" as used herein means Plaintiff S&P Associates, General Partnership, and includes any and all agents, employees, servants, officers, directors, attorneys and any other person or entity acting or purporting to act on its behalf.

D. "Herbert Irwig" as used herein means Herbert Irwig, and includes any and all agents, employees, servants, officers, directors, attorneys and any other person or entity acting or purporting to act on his behalf.

E. "Person" as used herein means any natural person or any entity, including without limitation any individual, firm, corporation, company, joint venture, trust, tenancy, association, partnership, business, agency, department, bureau, board, commission, or any other form of public, private or legal entity. Any reference herein to any public or private company, partnership, association, or other entity include such entity's subsidiaries and affiliates, as well as the present and former directors, officers, employees, attorneys, agents and anyone acting on behalf of, at the direction of, or under the control of the entity, its subsidiaries or its affiliates.

F. "Documents" shall mean the original or copies of any tangible written, typed, printed or other form of recorded or graphic matter of every kind or description, however produced or reproduced, whether mechanically or electronically recorded, draft, final original, reproduction, signed or unsigned, regardless of whether approved, signed, sent, received, redrafted, or executed, and whether handwritten, typed, printed, photostated, duplicated, carbon or otherwise copied or produced in any other manner whatsoever. Without limiting the generality of the foregoing, "documents" shall include correspondence, letters, telegrams, telexes, mailgrams, memoranda, including inter-office and intra-office memoranda, memoranda for files, memoranda of telephone or other conversations, including meetings, invoices, reports, receipts and statements of account, ledgers, notes or notations, notes or memorandum attached to or to be read with any document, booklets, books, drawings, graphs, charts, photographs, phone records, electronic tapes, discs or other recordings, computer programs, printouts, data cards, studies, analysis and other data compilations from which information can be obtained. Copies of documents, which are not identical duplications of the originals or which contain additions to or deletions from the originals or copies of the originals if the originals are not available, shall be considered to be separate documents.

"Documents" shall also include all electronic data storage documents including but not limited to e-mails and any related attachments, electronic files or other data compilations

which relate to the categories of documents as requested below. Your search for these electronically stored documents shall include all of your computer hard drives, floppy discs, compact discs, backup and archival tapes, removable media such as zip drives, password protected and encrypted files, databases, electronic calendars, personal digital assistants, proprietary software and inactive or unused computer disc storage areas.

G. "Communications" shall mean any oral or written statement, dialogue, colloquy, discussion or conversation and, also, means any transfer of thoughts or ideas between persons by means of documents and includes any transfer of data from one location to another by electronic or similar means.

H. "Related to" shall mean, directly or indirectly, refer to, reflect, mention, describe, pertain to, arise out of or in connection with or in any way legally, logically, or factually be connected with the matter discussed.

I. As used herein, the conjunctions "and" and "or" shall be interpreted in each instance as meaning "and/or" so as to encompass the broader of the two possible constructions, and shall not be interpreted disjunctively so as to exclude any information or documents otherwise within the scope of any request.

J. Any pronouns used herein shall include and be read and applied as to encompass the alternative forms of the pronoun, whether masculine, feminine, neuter, singular or plural, and shall not be interpreted so as to exclude any information or documents otherwise within the scope of any request.

K. Unless otherwise specified herein, the time frame for each interrogatory is from and including January 1, 1992 to the present.

L. When appropriate, the singular form of a word should be interpreted in the plural as may be necessary to bring within the scope hereof any documents which might otherwise be construed to be outside the scope hereof.

## INTERROGATORIES

**Interrogatory No. 1:** Identify all persons with knowledge of any of the facts alleged in the Amended Complaint and/or in any pleadings (including without limitation any motions) You filed with the Court, including the specific matters of which each such person has knowledge.

Response:

**Interrogatory No. 2:** State all facts and/or circumstances under which You and/or Herbert Irwig received any payments, distributions, and/or transfers of funds from S&P.

Response:

**Interrogatory No. 3:** State all facts and/or circumstances under which You and/or Herbert Irwig made any payments, distributions, and/or transfers of funds to S&P.

Response:

**Interrogatory No. 4:** Identify all communications between Defendant and/or Herbert Irwig and S&P; Michael D. Sullivan; Steven Jacob; Michael D. Sullivan & Associates, Inc., a Florida Corporation; Steven F. Jacob, CPA & Associates, Inc.; Frank Avellino; Michael Bienes; Kelco Foundation, Inc. a Florida Non Profit Corporation; and/or Vincent T. Kelly. For each communication identified, state all facts and/or circumstances surrounding that communication.

Response:

**Interrogatory No. 5:** State all facts and/or circumstances that lead to any investment by You and/or Herbert Irwig in S&P.

Response:

**Interrogatory No. 6:** State all facts and/or circumstances that indicate that Plaintiffs failed to file the Complaint within the time required under the applicable statutes of limitations for each cause of action asserted in the Amended Complaint.

Response:

**Interrogatory No. 7:** Were you aware of any payment, distribution, and/or transfer of funds received by any partner of S&P prior to the filing of the Complaint in this action? For each payment, distribution, and/or transfer of funds to a partner of S&P that You were aware of prior to the filing of the Complaint in this action, identify the name of the partner who received that payment, distribution, and/or transfer of funds, when You became aware of that payment, distribution, and/or transfer of funds, and the circumstances under which You became aware of it.

Response:



**Interrogatory No. 8:** Prior to the filing of the Complaint in this action, identify all partners of S&P that were aware of any payment, distribution, and/or transfer of funds that You and/or Herbert Irwig received from S&P. For each partner of S&P identified, state when You believe that partner of S&P became aware of the payment, distribution, and/or transfer of funds that You and/or Herbert Irwig received from S&P and the circumstances under which that partner of S&P became aware of it.

Response:

**Interrogatory No. 9:** Identify all persons who supplied information used in answering these interrogatories. For each person identified, state the interrogatory for which the person furnished the answer or supplied the information incorporated in the answer, and the source of the person's answer or information.

Response:

**Interrogatory No. 10:** Identify by name, address, phone number and e-mail address any person expected to testify at trial in this action, for any purpose.

Response:

**Interrogatory No. 11:** Please set out the facts and subject matter on which each person identified in response to Interrogatory No. 10 above is expected to testify.

Response:

**Interrogatory No. 12:** Identify all affirmative defenses that You plan to assert in response to the Amended Complaint in this action. For each affirmative defense identified, please set out the facts and circumstances that support that affirmative defense.

Response:

**Interrogatory No. 13:** Identify any investment or accounting advice that You and/or Herbert Irwig received in relation to any investment by You and/or Herbert Irwig in S&P.

Response:

**Interrogatory No. 14:** State all facts and/or circumstances under which You came into existence “in 2004” as is alleged in Defendant Herbert Irwig Revocable Trust’s Motion to Dismiss Plaintiffs’ Amended Complaint or in the Alternative, Motion for More Definite Statement.

Response:

**ACKNOWLEDGEMENT**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Defendant Herbert Irwig Revocable Trust who, being first duly sworn, deposes and states that the answers to the foregoing Interrogatories are true and correct.

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of  
Commission No.

My Commission Expires: