

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,

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

Plaintiffs,

V.

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

Defendants.

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

Pursuant to Florida Rule of Civil Procedure 1.350, Defendant, HERBERT IRWIG REVOCABLE TRUST, (“Defendant” or “Irwig Trust”), hereby request Plaintiffs (collectively, “Plaintiffs”), produce responsive documents within the time required by the Florida Rules of Civil Procedure in compliance with the instructions and definitions contained herein. Defendant requests that the documents be made available for inspection and copying at a time and place to be mutually agreed upon by the parties.

**INSTRUCTIONS**

1. Defendant requests that you produce the items specified herein for inspection and copying, within the time limits of the Florida Rules of Civil Procedure. Do not incur any copy costs

which you seek to recover from Defendant or Defendant's attorney until Defendant's attorney expressly agrees in writing to pay such costs.

2. You are required to produce a document or tangible thing if it is within your possession, custody, or control. Possession, custody or control includes constructive possession, such that you need not have actual physical possession. As long as you have the superior right to compel the production from a third party (including an agency, authority or representative), you have possession, custody, or control.

3. If you cannot produce the documents listed herein in full after exercising due diligence to secure such documents, please so state and specify the reason(s) for your inability to produce the documents and stating whatever information you have relating to the location and/or possession, custody or control of the documents.

4. For each document which you seek to withhold under a claim of privilege or otherwise, the following information shall be provided: the specific ground for withholding each such document; a statement of the basis on which privilege is claimed; the place, date, and the manner of rendering or otherwise preparing the document; the name and title of the sender of the document and the name and title of the recipient of the document; a summary of the contents of the document; the identity of each person to whom the document has heretofore been communicated by copy, exhibition, reading or substantial summarization, the date of such communication, and the employer and title of such person, if any, at the time of such communication.

5. If any document listed herein has been lost, discarded or destroyed, you shall identify such document as completely as possible, which identification shall include, but not be limited to, date of disposal, matter of disposal, reason for disposal, person authorizing the disposal and the person disposing of the document.

6. All documents listed herein shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with categories in this request. The selection of documents from files and other sources shall be performed in such a manner as to insure that the file or other source in which the document is obtained may be identified. Any documents listed herein shall be produced in their full and unexpurgated form.

7. Although this request is directed at multiple Plaintiffs, Defendant only seeks one (1) copy of each requested document.

8. This request includes paper and documents which are maintained in electronic form. Electronic documents should be produced in paper format unless it would be more convenient for the parties that they be produced in an electronic format. Electronic copies may be required if a dispute arises concerning the authenticity of a paper document.

## DEFINITIONS

1. The term “Complaint” refers to the operative Complaint (i.e. the latest version of the Complaint which is pending) in this litigation.
2. The terms “Affirmative Defenses” refer to the affirmative defenses which are set forth in your Answer and Affirmative Defenses in this litigation.
3. The contracts and agreements referred to in this request for production shall have the same definitions as set forth in the Complaint.
4. The term “Plaintiffs” refers to the Plaintiffs in this litigation, and all their respective agents, employees, representatives, and all persons acting or who purported to act for or on their behalf.
5. The term “S&P Partnership” refers to the S&P General Partnership identified in the operative Complaint in this litigation.
6. The term “P&S Partnership” refers to the P&S General Partnership identified in the Operative Complaint in this litigation.
7. The term “Irwig Trust” refers to the Herbert Irwig Revocable Trust (which has been named as a Defendant in this litigation), also including agents, employees, and representatives and all persons acting or who purported to act for or on its behalf.
8. The term "Communications" shall include all written and electronic communications, including, without limitation, correspondence, letters, facsimiles (including the cover sheet and confirmation page), e-mail messages, text messages, notes, and memoranda.
9. The term "Document" shall include all means by which communications are preserved and shall include, without limitation, the original and any drafts and non-identical copies of all written, printed or typewritten or other recorded material such as correspondence, e-mail, memoranda (inter-office and otherwise), business records, notes, minutes of meetings, diaries, appointment or calendar books, contracts, checks, illustrations, photographs, telegrams, summaries, written analyses, reports, lists, tape recordings, transcriptions of recordings, books, telephone records, computer cards, printouts, tapes, disks, or retrieval listings, and all other mechanical or electronic means of storing or recording information.
10. The term "person" shall mean and include natural persons, corporations, partnerships, governmental entities, and any and all other forms of organization and agreement, in addition to any officer, director, consultant, advisor (legal or otherwise), stockholder, employee, agent or partner thereof.
11. The terms “You” and “Your” refer to Plaintiffs in this litigation and their agents, employees, and representatives and all persons acting or who purported to act for or on their behalf.

12. 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.

13. Terms in the singular include the plural and terms in the plural include the singular.

14. The terms "relate to" or "relating to" as used herein is defined to mean referring to, evidencing, pertaining to, consisting of, reflecting, concerning or in any way logically or factually connected with the matter discussed.

15. The terms "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".

### **REQUESTS**

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

6. All signature pages of partnership agreements signed by the Irwig Trust with respect to the S&P Partnership.
7. All Statements/Status Reports issued by the P&S Partnership to the Irwig Trust between January 1, 1994 and December 31, 2006.
8. All Statements/Status Reports issued by the S&P Partnership to the Irwig Trust between January 1, 1994 and December 31, 2006.
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.
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.
11. All correspondence referring to the Irwig Trust.
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.
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.
14. All K1s and Amended Schedule K1s (IRS Form 1065) issued to the Irwig Trust between January 1, 1994 and December 31, 2006 in relation to the P&S Partnership.
15. All K1s and Amended Schedule K1s (IRS Form 1065) issued to the Irwig Trust between January 1, 1994 and December 31, 2006 in relation to the S&P Partnership.
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.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27<sup>th</sup> day of November, 2013 a true and correct copy of the foregoing was **SENT VIA THE COURT'S CASE MANAGEMENT (CM/ECF) SYSTEM** and **VIA FACSIMILE** to: LEONARD K. SAMUELS, Esq., ETAN MARK, Esq., STEVEN D. WEBER, Esq., and ZACHARY P. HYMAN, Esq., c/o Berger Singerman, Attorneys for Plaintiffs, 350 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301: lsamuels@bergersingerman.com ; emark@bergersingerman.com ; [sweber@bergersingerman.com](mailto:sweber@bergersingerman.com); [zhyman@bergersingerman.com](mailto:zhyman@bergersingerman.com); DRT@bergersingerman.com ; [VLeon@bergersingerman.com](mailto:VLeon@bergersingerman.com).

I HEREBY CERTIFY that on this 27<sup>th</sup> day of November, 2013 a true and correct copy of the foregoing was **SENT VIA THE COURT'S CASE MANAGEMENT (CM/ECF) SYSTEM** to: ERIC N. ASSOULINE, Esq., c/o Assouline & Berlowe, P.A., Attorneys for Ersica P. Gianna, 213 E. Sheridan Street, Suite 3, Dania Beach, Florida 33004: ena@assoulineberlowe.com ; and [ah@assoulineberlowe.com](mailto:ah@assoulineberlowe.com); JULIAN H. KREEGER, Esq., Attorneys for James Bruce Judd and Valeria Judd, 2665 S. Bayshore Drive, Suite 220-14, Miami, Florida 33133-5402: [juliankreeger@gmail.com](mailto:juliankreeger@gmail.com); JOSEPH P. KLAPHOLZ, Esq., Attorney for Abraham Newman, Rita Newman & Gertrude Gordon, c/o Joseph P. Klapholz, P.A., 2500 Hollywood Boulevard, Suite 212, Hollywood, Florida 33020: jklap@klapholzpa.com ; [dml@klapholzpa.com](mailto:dml@klapholzpa.com); PETER G. HERMAN, Esq., c/o Tripp Scott Law Offices, 110 S.E. Sixth Street, Suite 1500, Fort Lauderdale, Florida 33301: [PGH@trippscott.com](mailto:PGH@trippscott.com); MICHAEL C. FOSTER, Esq., and ANNETTE M. URENA, Esq., c/o Daniels Kashtan, 4000 Ponce de Leon Blvd., Suite 800, Coral Gables, Florida 33146: [Mfoster@dkdr.com](mailto:Mfoster@dkdr.com); [aurena@dkdr.com](mailto:aurena@dkdr.com); MICHAEL R. CASEY, Esq., 1831 N.E. 38<sup>th</sup> Street, #707, Oakland Park, Florida 33308: [mcasey666@gmail.com](mailto:mcasey666@gmail.com); MARC S. DOBIN, Esq. and JONATHAN T. LIEBER, Esq., c/o Dobin Law Group, 500 University Blvd., Suite 205, Jupiter, Florida 33458: [jlieber@dobinlaw.com](mailto:jlieber@dobinlaw.com); [service@dobinlaw.com](mailto:service@dobinlaw.com); THOMAS M. MESSANA, Esq., and BRETT LIEBERMAN, Esq., c/o Messana P.A., 401 East Las Olas Blvd., Suite 1400, Fort Lauderdale, Florida 33301: [tmessana@messana-law.com](mailto:tmessana@messana-law.com); [blieberman@messana-law.com](mailto:blieberman@messana-law.com); RICHARD T. WOULFE, Esq., c/o Bunnell & Woulfe, P.A., One Financial Plaza, Suite 1000, 100 S.E. Third Avenue, Fort Lauderdale, Florida 33394: [kmc@bunnellwoulfe.com](mailto:kmc@bunnellwoulfe.com); JOANNE WILCOMES, Esq., c/o McCarter & English, L.L.P., 100 Mulberry Street, Four Gateway Center, Newark, NJ 07102: [jwilcomes@mccarter.com](mailto:jwilcomes@mccarter.com); THOMAS L. ABRAMS, Esq., c/o Gamberg and Abrams, 1776 N. Pine

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I HEREBY CERTIFY that on this 27<sup>th</sup> day of November, 2013 a true and correct copy of the foregoing was **SENT VIA U.S. MAIL** to the following *pro se* litigants: JANET A. HOOKER CHARITABLE TRUST, 1600 Market Street, 29<sup>th</sup> Floor, Philadelphia, Pennsylvania, 19103; DIANE M. DEN BLEYKER, 9 Fawn Lane, Clarkesville, Georgia, 30523-0355; RICHARD F. and BETTE WEST, 4157 N. Indian River Drive, Hernando, Florida, 34442-4542; ROBERT A. UCHIN REV. TRUST, 501 SW 7<sup>th</sup> Avenue, Fort Lauderdale, Florida, 33315; GREGG WALLICK, 11901 SW 3<sup>rd</sup> Street, Plantation, Florida, 33325; JOHN and LOIS COMBS, 5145 Matousek St., Stuart, Florida, 34997-2429; EDNA A. PROFE. REV. LIV. TRUST, 1755 NE 52<sup>nd</sup> Street, Fort Lauderdale, Florida, 33334; ANN and MICHAEL SULLIVAN, 2590 NE 41<sup>st</sup> Street, Fort Lauderdale, Florida, 33308; HOLY GHOST FATHERS INTERNATIONAL FUND #2, c/o Fr. Spangenberg, CSSP 11428 Amherst Avenue, Wheaton, Maryland, 20902; LISA RYAN, 26084 Hendrie Blvd., Huntington Woods, Michigan, 48070-1243; HOLY GHOST FATHERS HG-

MOMBASA, c/o Rev. James Delaney, CSSP, 691 West Side Avenue, Jersey City, New Jersey, 07304; HOLY GHOST FATHERS INTERNATIONAL FUND #1, c/o Fr. Spangenberg, CSSP, 1411 Amherst Avenue, Wheaton, Maryland, 20902. PREVIOUS ATTEMPTS TO SERVE THE FOLLOWING *PRO SE* LITIGANTS HAVE BEEN UNSUCCESSFUL DUE TO INVALID U.S. MAILING ADDRESSES PROVIDED BY THE PLAINTIFF'S ATTORNEYS: JULIANNE M. JONES, CATHERINA B. & BERRY C. SMITH, JESSE A. & LOIS GOSS. WE WILL CONTINUE OUR ENDEAVORS TO OBTAIN VALID U.S. MAILING ADDRESSES FOR THESE INDIVIDUALS.

DANIEL W. MATLOW, P.A.  
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**By:** /s/ Daniel W. Matlow  
Daniel W. Matlow, Esq.  
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