

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION: "AF"

CASE NO.: 502023CA015733XXXAMB

BETH SAFFER, et. al.;

Plaintiffs,

v.

SANDRA KLIMAS, et. al.;

Defendants.

**PLAINTIFFS' SECOND SET OF REQUESTS FOR
PRODUCTION TO DEFENDANT ROBERT THOM**

COMES NOW the Plaintiffs, BETH SAFFER and ARTHUR ROBINS, individually and on behalf of others similarly situated, by and through their undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.350, serves this Second Set of Requests for Production to Defendant ROBERT THOM ("Thom"). Defendant shall provide written responses to these Requests within thirty (30) days from the date of service hereof. Defendant shall produce the requested documents for inspection and copying at the offices of Sanchez-Medina, Gonzalez, Quesada, Gomez & Machado, LLP 201 Alhambra Cir., Ste. 1201 Coral Gable, Florida 33134 within thirty (30) days from the date of service hereof, or copies of the requested documents may be served with Plaintiffs' written responses. These Requests shall be read, interpreted, and responded to in accordance with the instructions and definitions set forth below.

INSTRUCTIONS

1. If, in responding to this Request for Production, the responding party encounters any ambiguities when construing a request or definition, the response by that responding party shall set forth the matter deemed ambiguous and the construction used in responding.

2. All documents that respond, in whole or in part, to any part or clause of any paragraph of these document requests shall be produced in their entirety, including all attachments and enclosures. Only one copy need be produced of documents that are responsive to more than one paragraph, so long as you indicate the persons or group of persons to whom such documents were distributed or of which maintain duplicates of such documents in their possession for any reason. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in such form so that, even in the event the produced documents are delivered electronically (e.g., in PDF or otherwise readable form) they shall still be segregated in electronically noticeable file folders in such a manner as to mimic and reflect the stapling, clipping or fastening applied to those documents within the responding party's own files. Please place the documents called for by each paragraph in a separate file folder or other enclosure marked with your name and the paragraph to which such documents respond, and if any document is responsive to more than one request, indicate each request to which it responds.

3. Whenever in this Request you are asked to identify or produce a document which is deemed by you to be properly withheld from production for inspection or copying:

a. If you are withholding the document under claim of privilege (including, but not limited to, the work product doctrine), please provide the information set forth in Fla. R. Civ. P. 1.280(b)(6). For electronically stored information, a privilege log (in searchable and sortable form, such as a spreadsheet, matrix, or table) generated by litigation review software, containing

metadata fields that generally correspond to the above paragraph is permissible, provided that it also discloses whether transmitting, attached or subsidiary (“parent-child”) documents exist and whether those documents have been produced or withheld.

b. If you are withholding the document for any reason other than an objection that it is beyond the scope of discovery, identify as to each document and, in addition to the information requested in paragraph 5.a, above, please state the reason for withholding the document. If you are withholding production on the basis that ESI is not reasonably accessible because of undue burden or cost, provide the information regarding the document as well as a detailed basis supporting the undue burden or cost objection.

4. When a document contains both privileged and non-privileged material, the nonprivileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, the party claiming the privilege must clearly indicate the portions as to which the privilege is claimed. When a document has been redacted or altered in any fashion, identify as to each document the reason for the redaction or alteration, the date of the redaction or alteration, and the person performing the redaction or alteration. Any redaction must be clearly visible on the redacted document.

5. It is intended that this Request will not solicit any material protected either by the attorney/client privilege or by the work product doctrine which was created by, or developed by, counsel for the responding party after the date on which this litigation was commenced. For any document withheld under a claim of privilege, submit a sworn or certified statement from your counsel or one of your employees in which you identify the document by author, addressee, date, number of pages, and subject matter; specify the nature and basis of the claimed privilege

and the paragraph of this demand for documents to which the document is responsive; and identify each person to whom the document or its contents, or any part thereof, has been disclosed.

6. In producing documents consisting of electronically stored data in machine-readable form in response to any document request, provide such data in a form that does not require specialized or proprietary hardware or software. Data files should be in sequential format, also known as ASCII files or flat files, with the data fields in fixed-column positions. For each data file provided, the following information should be included: a record layout, a short narrative description of the contents of the file, translation of any coded fields, the number of records in the file, and a printout of the first 100 records in report format. A record layout must contain the following pieces of information: name of the field, starting and ending position in the record, length of the field, and characteristics of the field (e.g., packed decimal, zoned decimal, alphanumeric).

7. For any document responsive to these document requests which is known to have been destroyed or lost, or is otherwise unavailable, identify each such document by author, addressee, date, number of pages, and subject matter; and explain in detail the events leading to the destruction or loss, or the reason for the unavailability of such document, including the location of such document when last in your possession, custody, or control, and the date and manner of its disposition.

8. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa; and the past tense shall include the present tense where the clear meaning is not distorted. The term “or” shall mean “and” and vice-versa, as necessary to bring within the scope of the following document requests all

information or documents that would be excluded absent this definition.

DEFINITIONS AND ADDITIONAL INSTRUCTIONS

Notwithstanding any definition set forth below and any instruction set forth above, (a) each word, term, or phrase used in this Request is intended to have the broadest meaning permitted under the Florida Rules of Civil Procedure and (b) each instruction set forth herein is intended to be read in conjunction with the following definitional parameters. As used in this Request, the following terms are to be interpreted in accordance with and in light of these definitions and additional instructions:

1. “Plaintiffs:” The word “Plaintiffs” means, individually and collectively, the named Plaintiffs in this matter.

2. “Defendants” and “Association:” The word “Defendants” means, individually and collectively, the named Defendants in this matter; and of those Defendants the word “Association” means the Defendant Number 2 Condominium Association - Palm Greens at Villa Delray, Inc.

3. “Agreement:” The term “agreement” means a contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

4. “And, any, and all:” The terms “and, any, and all” each mean any and all; the term “any” means any and all, and it also means one or more; the terms “and” and “or” encompass both “and” and “or.”

5. “Belief” or “believe:” The terms “belief” or “believe” mean a conviction of acceptance as to the truth of a statement or concept, an attitude that something is the case, or an assurance that something exists or has occurred.

6. “Communication:” The term “communication” means the transmission or receipt

of information by any means, whether through the use of methodologies like telephone and email or otherwise (for example, in-person meeting).

7. “Concerning:” The term “concerning” means concerning, relating to, referring to, regarding, describing, mentioning, discussing, evidencing or constituting.

8. “Document” or “documents:” The terms “document” or “documents” mean any written, recorded, or graphic material of any kind, whether prepared by You or by any other Person, that is or ever has been in your possession, custody, or control. These terms include agreements; contracts; emails; letters; text messages; telegrams; inter-office communications; memoranda; reports; records; instructions; specifications; notes; notebooks; scrapbooks; diaries; plans; drawings; sketches; blueprints; diagrams; photographs; photocopies; charts; graphs; descriptions; drafts, whether or not they resulted in a final document; minutes of meetings, conferences, and telephone or other conversations or communications; invoices; purchase orders; bills of lading; recordings; published or unpublished speeches or articles; publications; transcripts of telephone conversations; phone mail; electronic-mail; ledgers; financial statements; microfilm; microfiche; tape or disc recordings; and computer print-outs. The term “document” also includes electronically stored data from which information can be obtained either directly or by translation through detection devices or readers; any such document is to be produced in a reasonably legible and usable form. The term "document" includes all drafts of a document and all copies that differ in any respect from the original, including any notation, underlining, marking, or information not on the original. The term also includes information stored in, or accessible through, computer or other information retrieval systems (including any computer archives or back-up systems), together with instructions and all other materials necessary to use or interpret such data compilations.

Without limitation on the term “control” as used in the preceding paragraph, a document is deemed to be within your control if you have the direct or indirect legal right to secure the document or a copy thereof from another Person. A draft or non-identical copy is a separate document within the meaning of the term “document.”

9. “Identify” or “identity:” The terms “identify” or “identity” mean a statement of:

a. In the case of a communication, its date, type (e.g., telephone conversation or discussion), the place where it occurred, the identity of the Person who made the communication, the identity of the Person who received the communication, the identity of each other Person exposed to the communication when it was made, and the subject matter discussed;

b. In the case of a document, the title of the document, the author, the title or position of the author, the addressee, each recipient, the type of document, the subject matter, the date of preparation, and its number of pages; and

c. In the case of a natural person, his or her name, business address and telephone number, employer, and title or position;

d. In the case of a Person other than a natural person, its name, the address of its principal place of business (including zip code), its telephone number, and the name of its chief executive officer, as well as, if it has a Person other than a natural person that ultimately controls its operations or ownership, that other person's name, the address of that person's principal place of business (including zip code), that other person's telephone number, and the name of that other person's chief executive officer;

e. In the case of an agreement, its date, the place where it occurred, the identity of all Persons who were parties to the agreement, the identity of each Person who has knowledge of the agreement and all other Persons present when it was made, and the subject matter of the

agreement.

10. “Including:” The word “including” means including, but not limited to.

11. “Involved:” The word “involved” means having any connection or relationship with of any kind or nature, including (without limitation) through any friendship, business relationship and/or any ownership interest, employment or independent contractor relationship, membership interest, stakeholder interest, consultancy interest or position, or other association or confederation of any kind or nature, whether directly, indirectly or otherwise.

12. “Matter:” The term “Matter” means this action that was initiated by the filing of the Complaint and that is now pending and on file in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida as Case No. 502023CA015733XXXAMB.

13. “Occurrence” or “Transaction:” The terms “occurrence” or “transaction” mean the events, facts, and/or allegations described in the Complaint and other pleadings in this matter, as the word “pleadings” is described in Fla. R. Civ. P. 1.100.

14. “Person:” The term “Person” is defined as any natural person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office or other business or legal entity, whether private or governmental.

15. “Property:” The term “property” is defined as anything carrying a reasonably estimable value of at least one penny, including, but not limited to, cash, cash equivalents, money, capital, goods, chattels, assets, real estate, intangibles, contract rights, options, stocks, bonds, mortgages, good will, wares or other things generally recognized as having value under generally accepted accounting and auditing principles and standards.

16. “Provide:” The word “provide” means to impart, supply, give, furnish, deliver, bestow, convey, relay, transport or transmit, whether intentionally, unintentionally or otherwise.

For purposes of this definition of “provide,” the wrongful, unilateral or similarly controversial taking by one of another’s property is encompassed within one portion of the definition of the word “provide” and more specifically would under this definition be equivalent to a so-called “unintentional” furnishing of property to another.

17. “Regarding or relating to; Involving; Involvement In.” The terms “regarding or relating to” and “involving” and “involvement in” mean having any connection whatsoever to the subject matter of the Interrogatory and include pertaining to, appertaining to, touching upon, referring to, affecting, concerning, reflecting, referring to, bearing upon, concerning, constituting, discussing, describing, evidencing, identifying, mentioning, in connection with, embodying, respecting, regarding, responding to, comprising, stating, analyzing or connected to in any way, shape or form whether directly, indirectly or otherwise.

18. “Services:” The term “services” means efforts, endeavors, work-for-hire, other kinds of work, tasks, projects, performances or any other undertakings involving labor or effort of any kind undertaken by a Person for any reason.

19. “Similar:” The word “similar” means resembling or much-the-same and includes, without limitation, each of the following terms: akin, analogous, identical, same, matching, like, equivalent, substantially equivalent, largely equivalent or otherwise comparable in an amount of ways that is clearly not insignificant.

20. “State/Explain/Describe:” The terms “state,” “explain,” and “describe” mean to set forth a complete and detailed statement of all information, circumstances, communications and facts that concern, refer to, relate to, reflect, comprise, or bear upon the matter regarding which information is requested.

21. “Writings:” The terms “writings,” “recordings,” and “photographs” are defined to

be synonymous in meaning and equal in scope to the usage of those terms in Florida Statute § 90.951.

22. “You/Your:” The terms “You” or “Your” include the Person(s) to whom this Set of Interrogatories is addressed, and all of that Person’s agents, representatives and any person acting on that Person’s behalf.

23. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular.

24. *Unless otherwise specified below*, each specific request pertains to the time period starting March 1, 2019, and running up to and including the present day, and only seeks the production of documents dated or created during that time period.

DOCUMENT REQUESTS

1. Any and all communications concerning this Matter, other than attorney client privileged and work product communications.

2. Any and all communications between you and any Person concerning or mentioning Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation, from March 1, 2019 to the present.

3. Any and all communications between you and any Person concerning or mentioning Number 2 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation, from March 1, 2019 to the present.

4. Any and all communications between you and any Person concerning or mentioning Palm Greens at Villa Del Ray Recreation Association, Inc., a Florida not for profit corporation, from March 1, 2019 to the present.

5. Any and all communications between you and any Person concerning or

mentioning Palm Greens Community Association, Inc., a now dissolved Florida not for profit corporation, from March 1, 2019 to the present.

6. Any and all communications between you and any Person from March 1, 2019 to the present concerning or mentioning Lennar Corporation (the company currently trading on the New York Stock Exchange under the trading symbol LEN) or any of its affiliates, as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

7. Any and all communications between you and any Person from March 1, 2019 to the present concerning or mentioning 13th Floor Investments, LLC, a Florida Limited Liability Corporation (the 13th Floor Investments located at 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133 and reflected in its website at <https://13fi.com/>) or any of its affiliates, as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

8. Any and all communications from March 1, 2019 to the present between any Defendant in this Matter, on the one hand, and 13th Floor Investments, LLC, A Florida Limited Liability Corporation, or any of its affiliates, on the other hand, (a) as the term 13th Floor Investments is defined as meaning that juridic entity located at 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133 and reflected in its website at <https://13fi.com/> and (b) as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

9. Any and all communications from March 1, 2019 to the present, between any Defendant in this Matter, on the one hand, and Lennar Corporation or any of its affiliates, on the other hand, (a) as the term Lennar Corporation is defined as meaning that juridic entity currently

trading on the New York Stock Exchange under the trading symbol LEN and (b) as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

10. Any and all communications from March 1, 2019 to the present between any Person, on the one hand, and Lennar Corporation or any of its affiliates, on the other hand, (a) as the term Lennar Corporation is defined as meaning that juridic entity currently trading on the New York Stock Exchange under the trading symbol LEN and (b) as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

11. Any and all communications from March 1, 2019 to the present, between any Person, on the one hand, and 13th Floor Investments, LLC, a Florida Limited Liability Corporation, or any of its affiliates, on the other hand, (a) as the term 13th Floor Investments is defined as meaning that juridic entity located at 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133 and reflected in its website at <https://13fi.com/> and (b) as the term affiliates is defined pursuant 15 U.S.C. §6809(6) as meaning “any company that controls, is controlled by, or is under common control with another company.”

12. Any and all documents concerning or mentioning the Development Agreement attached as Exhibit 1 to the lawsuit currently on file in the action styled Palm Greens at Villa Del Ray Recreation Condominium Association, Inc., a Florida not for profit corporation; and Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation, Plaintiffs, v. 13th Floor Investments, LLC, a Florida limited liability corporation; 13FH Palm Beach, LP, a Delaware limited partnership; Sandra Klimas, an individual; and Robert Thom aka Rob Thom, an individual, Defendants, 11th Judicial Circuit,

13. Any and all communications between any Defendant in this Matter, on the one hand, and any Person, on the other hand, concerning or mentioning a condominium association or organization of any kind that any of the Defendants in this Matter have at any time referred to in writing as “Lennar at Delray Trails” or “Delray Trails.”

14. Any and all documents dated from March 1, 2019 to the present, or documents created on or after March 1, 2019, concerning or mentioning special assessments with respect to Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation and/or Palm Greens at Via Del Ray, as the term special assessments is defined by Florida Statute §718.404(24).

15. Any and all documents dated from March 1, 2019 to the present, or documents created on or after March 1, 2019, concerning or mentioning special assessments with respect to Number 2 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation and/or Palm Greens at Via Del Ray, as the term special assessments is defined by Florida Statute §718.404(24).

16. Any and all communications from March 1, 2019 to the present between any Defendant, on the one hand, and any Person, on the other hand, concerning or mentioning any elections of Board members with respect to Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation.

17. Any and all communications from March 1, 2019 until the present between any Defendant, on the one hand, and any Person, on the other hand, concerning or mentioning elections of Board members with respect to Number 2 Condominium Association - Palm Greens at Villa Del Ray, Inc., a Florida not for profit corporation.

18. Any and all communications from March 1, 2019 until the present between any Defendant, on the one hand, and any Person, on the other hand, concerning or mentioning elections of Board members with respect to Palm Greens at Villa Del Ray Recreation Association, Inc., a Florida not for profit corporation.

19. Any and all communications concerning the general ledger of the Association for the calendar year 2020, as the term general ledger is defined by The Law Dictionary at <https://thelawdictionary.org/general-ledger/>.

20. Any and all communications concerning the general ledger of the Association for the calendar year 2021, as the term general ledger is defined by The Law Dictionary at <https://thelawdictionary.org/general-ledger/>.

21. Any and all communications concerning the general ledger of the Association for the calendar year 2022, as the term general ledger is defined by The Law Dictionary at <https://thelawdictionary.org/general-ledger/>.

22. Any and all communications concerning the general ledger of the Association for the calendar year 2023, as the term general ledger is defined by The Law Dictionary at <https://thelawdictionary.org/general-ledger/>.

23. Any and all communications concerning the general ledger of the Association for the first and second quarters of the calendar year 2024, as the term general ledger is defined by The Law Dictionary at <https://thelawdictionary.org/general-ledger/>.

24. Any and all communications concerning the financial activity and financial condition of the Association that are required to be maintained by the Association pursuant to Fla. Stat. 718.111(13) for all time periods from 2020 to the present.

25. Any and all documents concerning communications with any accountants and or

accounting firms relating in any manner to the Association and involving the accounting periods 2020, 2021, 2022, 2023 and/or 2024.

26. Any and all communications concerning financial statements of the Association -- whether concerning audited financial statements or unaudited financial statements or work papers connected therewith -- involving the accounting periods 2020, 2021, 2022, 2023 and/or 2024, as the term financial statements is defined by the Legal Information Institute of Cornell Law School at https://www.law.cornell.edu/wex/financial_statements.

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