

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA CIVIL ACTION

LONG BAY PARTNERS, LLC, A Florida Limited  
Liability Company, and BONITA BAY GROUP, INC., a  
Florida For-Profit Corporation,

Plaintiffs,

Case No.: 10-414-CA

- against -

MICHAEL LISSACK,

Defendant.

---

**PLAINTIFFS', LONG BAY PARTNERS, LLC, AND BONITA BAY GROUP, INC.  
FIRST REQUEST FOR ADMISSIONS TO DEFENDANT, MICHAEL LISSACK**

Pursuant to Rule 1.370 of the Florida Rules of Civil Procedure, Plaintiffs, Long Bay Partners, LLC and Bonita Bay Group, Inc. ("Plaintiffs"), by and through their undersigned attorneys, hereby request that Defendant, Michael Lissack ("Defendant"), furnish to the undersigned, thirty (30) days from the date of service hereof, for the purpose of this action only, sworn written admissions as to the following:

**DEFINITIONS**

Unless otherwise specified, the terms set forth below shall, when utilized, mean as follows:

1. **"And"** means and/or, and **"Or"** means and/or. Each word shall be construed either disjunctively or conjunctively as necessary in order to bring within the scope of the particular discovery request all responses that might otherwise be construed to be outside its scope.
2. **"Club"** shall mean The Club at Mediterra.

3. **“Communications”** shall mean any document, electronic mail, communication by computer, oral statement, conversation, meeting, or conference, formal or informal, at any time or place, and under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. **“Counterclaims”** means the Answer, Affirmative Defenses, and Counterclaim of Defendant Michael Lissack, which Defendant caused to be filed in this action.

5. **“Concerning”** means relating to, referring to, responding to, reflecting, indicating, memorializing, commenting on, consisting of, regarding, discussing, showing, evidencing, describing, implying, analyzing or constituting, or in any other way connected with or involved in the matters set forth, directly or indirectly.

6. **“Defendant”** shall mean the defendant in this action, Michael Lissack.

7. **“Deposit”** shall mean the deposit Defendant paid to become a member the Club.

8. **“Deposit Refund”** shall mean the monies paid by Plaintiffs to Defendant as a refund of the Deposit.

9. **“Document”** or **“Documents”** shall refer to and include, without limitation, any and all written, printed, typed, internet-published, or recorded material of any kind including but not limited to, correspondence, ledgers, vouchers, memoranda, reports, recommendations, notes, letters, diaries, envelopes, post-its, telegrams, emails, email attachments, internet pages, internet postings, messages, manuscripts, studies, analyses, tests, comparisons, books, articles, pamphlets, magazines, newspapers, booklets, circulars, checks, bulletins, notices, instructions, minutes, agreements, contracts, wills, trusts, and all other written communications, purchase orders, invoices, bills, receipts, questionnaires, surveys, charts, graphs, photographs, sketches, drawings, house sheets, records of telephone conversations or other conversations or meetings,

computer disks, computer tapes or other recordings, print-outs or compilations from which information can be obtained or, if necessary, translated through detection devices into reasonably usable form, including all underlying or preparatory material and drafts thereof, however produced or reproduced to which Plaintiffs have or have had access.

10. **“He,” “Him,” “His,” “She” and “Her”** shall be construed to refer one to another and be gender neutral.

11. **“LBP”** shall mean Long Bay Partners, LLC.

12. **“Person”** means the plural as well as the singular and includes any natural person and any firm, corporation, association, partnership, joint venture, governmental body, or other form of entity.

13. **“Plaintiffs”** shall mean the Plaintiffs in this action, Long Bay Partners, LLC and Bonita Bay Group, Inc.

14. The use of the plural form of any word shall be construed to include the singular and the plural; the use of the singular form of any word shall be construed to include the singular and the plural; and the use of any tense of any verb includes within its meaning all other tenses of the verb so used. The use of lower case letters in defined terms shall be construed to include upper case letters.

15. **“Third-Party Complaint”** means the Third-Party Complaint Defendant seeks to file in this action.

16. **“Third-Party Defendants”** shall mean David Lucas and Brian Lucas.

17. **“You” or “Your”** shall mean the Defendant in this action, Michael Lissack.

### **INSTRUCTIONS**

1. The use of the plural form of any word shall be construed to include the singular and the plural; the use of the singular form of any word shall be construed to include the singular and the plural; and the use of any tense of any verb includes within its meaning all other tenses of the verb so used. The use of lower case letters in defined terms shall be construed to include upper case letters.

### **Facts to be Admitted:**

1. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: mediterracommunity.com.
2. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: bonitabaylies.com.
3. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: www.lissack.com.
4. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: bbgmess.blogspot.com.
5. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: letiche.com.
6. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: michaellissack.com.
7. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: bbtoc.wordpress.com.

8. Between November 2008, and January 1, 2010, Defendant established, created, edited, or maintained a website, with the URL: swccab.wordpress.com.
9. Defendant created, edited or maintained one or more websites on which he accused LBP of operating a Ponzi scheme.
10. Defendant created, edited or maintained one or more websites on which he accused David Lucas of operating a Ponzi scheme.
11. Defendant created, edited or maintained one or more websites on which he accused Brian Lucas of operating a Ponzi scheme.
12. Defendant created, edited or maintained one or more websites on which he accused the Bonita Bay Group of fraudulent activity.
13. Defendant created, edited or maintained one or more websites on which he accused LBP of fraudulent activity.
14. Defendant created, edited or maintained one or more websites on which he accused David Lucas of fraudulent activity.
15. Defendant created, edited or maintained one or more websites on which he accused Brian Lucas of fraudulent activity.
16. Defendant created, edited or maintained one or more websites on which he accused the Bonita Bay Group of criminal activity.
17. Defendant created, edited or maintained one or more websites on which he accused LBP of criminal activity.

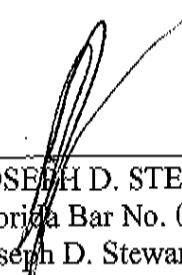
18. Defendant created, edited or maintained one or more websites on which he accused David Lucas of criminal activity.
19. Defendant created, edited or maintained one or more websites on which he accused Brian Lucas of criminal activity.
20. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: mediterr@mediterracommunity.com.
21. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: lissack@lissack.com.
22. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: dnfr@lissack.com.
23. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: mailings@flrealestatemailings.com.
24. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: tboates@rasmanagement.com.
25. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: davidl@bonitabaygroup.com.
26. Between November 2008, and January 1, 2010, Defendant sent emails from the following identified email address: brianl@bonitabaygroup.com.
27. Defendant prepared, edited or authored the letters attached hereto as Exhibit 1.

28. On or about June 19, 2009, Defendant submitted a complaint to the Special Inspector General of the Troubled Asset Relief Program (“SIGTARP”) Hotline (the “SIGTARP Complaint”).
29. When Defendant submitted the SIGTARP Complaint, Defendant did so under the name “Tim Boates”.
30. On or about July 28, 2009, Defendant sent an email to Southwest Florida realtors entitled “BBG Fraud and Public Policy”.
31. On or about August 31, 2009, Defendant sent an email to members of the Club at Mediterra entitled “Thank You from all of us at BBG”.
32. Defendant made one or more telephone calls to California State University in which Defendant stated that Mick Ukleja was involved with a Ponzi scheme.
33. Defendant sent one or more email communications to California State University in which Defendant stated that Mick Ukleja was involved with a Ponzi scheme.
34. The U.S. Securities and Exchange Commission (the “SEC”) instituted public administrative and cease-and-desist proceedings against Defendant on September 23, 1997.
35. The SEC determined that Defendant willfully violated Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934, prohibiting any act or omission resulting in fraud or deceit in connection with the purchase or sale of any security.
36. The SEC determined that Defendant acted with intent to deceive.
37. The SEC determined that Defendant willfully violated Section 15B(c)4 of the Securities Exchange Act of 1934.

38. The SEC determined that Defendant willfully violated Municipal Securities Rulemaking Board Rule G-17, which requires that brokers and dealers refrain from deceptive, dishonest or unfair practices.
39. In 1998, Defendant was charged with violation of New York State Penal Code section 240.30.
40. In 1998, Defendant pleaded guilty to a violation of New York State Penal Code section 240.26.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by facsimile and U.S. Mail to: **Gregory N. Woods, Esq.**, WOODS, WEIDENMILLER & MICHETTO, P.L., 5150 N. Tamiami Trail, Suite 603, Naples, Florida 34103, *Counsel for Defendant/Third-Plaintiff*, this 23 day of September, 2011.



---

JOSEPH D. STEWART, ESQ.  
Florida Bar No. 0476250  
Joseph D. Stewart, J.D., C.P.A.  
Board Certified Civil Trial Lawyer  
2671 Airport Road S., Suite 302  
Naples, FL 34112  
Telephone: (239) 775-4450  
Facsimile: (239) 775-8581

**EXHIBIT 1**

Lucas

I've known a few real scum bags in my life but you rank number one. I have watched this Bonita Bay saga unfold, waiting impatiently for the courts or the justice department or the FBI or somebody to take you and the rest of the fucking crooks that run your dirty little business down. But I give up on all that. Your recent letter to the club members and your unbelievable recent interviews are the last straw for me. For you to paint yourself and your company as the victims here is so completely outrageous that I can no longer wait for somebody else to take action. You have declared war on all your communities, on thousands of families, and you've stolen hundreds of millions of dollars from innocent mostly retired people who trusted you with their savings....trusted Bonita Bay Group to be an organization with integrity, with morals, but it has no morals or integrity does it Mr. Lucas?.....because you Mr. Lucas have none.....do the right thing Lucas.....so much for faith and moral "absolutes" you lying hypocrite. Your faith obviously comes with a price tag. It's a matter of survival you said in your interviews.....well Mr. Lucas, you have no idea how prophetic that was. Because now it really will be about survival, your personal survival, and that of your family..... your wife, your sons, your daughter and your grandchildren. Did you really believe you could fuck thousands of families like you have and there was not one person among us, not one, who would react with violent reprisal?

My guess is you've been wondering when/if someone like me would appear, the one individual who refuses to allow a bunch of scum bag crooks to steal millions of dollars from thousands of families with impunity. The one individual with the background, training, skill and determination to take the fight to you, directly, personally and permanently. You declared this war on thousands of families, now it is our/my turn to turn this war on your families Mr. Lucas, your personal and your business families. I promise to get you in the end Lucas, no matter how long it takes, but first I want you to know the pain of loss, loss of family members, loss of business associates, loss of your very soul. I think you have no idea the havoc one determined individual can rain down on you and your company, and it will undoubtedly be my terminal passion to create that private hell for you. As for your wife, she will experience the pain of the loss of children, perhaps grandchildren, and friends and will understand the total destruction you have caused to her family not to mention to her father's memory and legacy.

You have one chance to avoid this escalation Mr. Lucas. One chance, and only one. While I don't expect you to take my threat seriously, and accordingly I don't expect you to take this opportunity to escape you and your families' final judgment, I make it in good faith anyway, which is certainly more good faith than you have shown anyone in the last few years at Bonita Bay Group. You have fifteen days from the receipt of this communication to make an announcement. In that announcement you will fire Tim Boates and inform all communities that your family is going to commit enough personal resources to solve the financial problems of Bonita Bay Group, starting with honoring the deposit refunds of all members of all clubs who have resigned or downgraded memberships and offering similar provision of refunds for those members wishing not to join the "new" clubs formed after turnover of the clubs to the members.

You will also announce new negotiations with all clubs for takeover terms that are fair

and equitable, with you personally making up the difference between the bank's requirements and a fair price, the fair price reflecting investments already made by the members. Fair price, by the way, equals fair market value not some blackmail/extortion price required because you have fraudulently pledged the assets we already paid for to lenders to expand your greedy and Incredibly mismanaged company.

The rest of the details can be worked out in negotiations with the various TOC's.

Fifteen days Mr. Lucas for you to put a price tag on your family and friends. This is a one time communication, Mr. Lucas, there will be no other communications. If fifteen days elapse with no announcement, it will not matter what steps you take from that point on, you, your family and your business associates will be targeted. Just to be sure we understand each other I have taken the liberty of listing below specifically the individuals who will be targeted, although others may be substituted as opportunities dictate. They are:

Family:

You of course, but only later  
Brian  
Megan  
Kevin  
Spouses and/or grandchildren

Business:

Tim Boates  
Kitty Green  
Joey Garon  
Scott Whitney

You and your management team created this little war by your indiscriminate attack on thousands of families and so too shall you all be targets of my indiscriminate reprisal/vengeance/terrorism or whatever you want to call it. Your wife, in spite of the fact that she is the owner, will be spared, mostly because I want her to understand fully and suffer through what you have caused here Mr. Lucas. But there's always the chance of collateral damage.

So what price do you place on your family and friends? We'll see. To tell you the truth I sort of hope you ignore me. I will truly relish the anguish, pain, and sorrow, you will experience as you lose your dear family and friends. But of course you will rationalize it away, just as you have your massive fraud. You are just a victim of the economic meltdown, right! you hypocritical fuck?, and now you just the victim of a madman. Well that's me, just your average combat hardened, mad man. I never dreamed I would be called upon to again place human beings in my sights but no one ever stole massive amounts of money from me and all my friends and neighbors like this before. This unfortunately for both of us is my calling, and I can't refuse it. In military combat, taking life is for God and country, to protect our way of life here in the USA. To respond to our duty as citizens of a common bond. This is far more personal but in the end it also is about protecting our way of life, from criminals like you who prey on people

simply because you believe you can. Reread your own letter you lousy disingenuous cocksucker. Read the part about what you didn't promise and then let's talk about what you DID PROMISE.

Just remember I've given fair warning, and I put no timelines on the execution of this program, except of course the 15 days, that is etched in stone. It may indeed take me months to accomplish my goals depending upon appropriate opportunities to act. I'll be in no hurry but I do swear to get as many of you as it takes to balance my own scales of justice. And in keeping with the philosophy of Bonita Bay Group I retain the right, at my absolute and sole discretion to change this little bargain I've stuck at any time.  
LOL.

I am sending copies of this to all the business associates named, so they understand the full consequences of participating in this massive fraud, I want no misunderstandings of those consequences, nor denial of their role. As for your family I'll leave it to you to communicate and apologize for placing them in harms way.

I'm a goal oriented kind of guy, Mr. Lucas, and I am a man of my word. Have a nice remaining life.

A patriot and soldier

Mr. Lucas

I sent you and your associates a horrible letter a few days ago which I deeply regret. I apologize for the threats and my inexcusable actions. Nothing justifies that kind of hateful threatening communication. I should never have allowed my deeply held anger and emotions to overcome all reason and civility. I was disturbed by your recent letter to members and interviews where you essentially painted BBG as the victim. Certainly we have all been damaged by this economic disaster, but it was and is my belief that BBG's reaction to the crisis was unconscionable. It happens every day that unforeseen business conditions cause businesses to be unable to meet their legal contractual obligations. What doesn't happen is businesses in that situation just claim they have the right to simply change the terms of those obligations. If a company can't meet its obligations bankruptcy is the appropriate outcome.

You and your management team know with an absolute certainty that what has happened and is happening is wrong and I'll leave it at that.

In any case, nothing justifies my actions and I'll not try. It was wrong and I profoundly apologize.

I do, nonetheless implore you to make this situation right, to restore BBG's image and your own as well but at this point I can only leave that as an issue of your conscience and faith. As for me I simply couldn't allow my own outrageous actions to stand. I can't make them disappear but I can say I'm sorry.

I look forward to happier more prosperous times for all of us with all this ugliness an unfortunate memory.

Just a patriot

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA CIVIL ACTION

LONG BAY PARTNERS, LLC, A Florida Limited  
Liability Company, and BONITA BAY GROUP, INC.,  
a Florida For-Profit Corporation,

Plaintiffs,

Case No.: 10-414-CA

- against -

MICHAEL LISSACK,

Defendant.

---

**PLAINTIFFS', LONG BAY PARTNERS, LLC, AND BONITA BAY GROUP, INC.,  
FIRST REQUEST FOR PRODUCTION TO DEFENDANT, MICHAEL LISSACK**

Pursuant to Rule 1.350 of the Florida Rules of Civil Procedure, Plaintiffs, Long Bay Partners, LLC and Bonita Bay Group, Inc. ("Plaintiffs"), by and through their undersigned attorneys, file their First Request for Production directed to Defendant, Michael Lissack ("Defendant"), who is required to produce the following delineated documentation at Joseph Stewart, J.D., C.P.A., 2671 Airport Road S., Suite 302, Naples, FL 34112, thirty (30) days from the date of service hereof.

**DEFINITIONS**

Unless otherwise specified, the terms set forth below shall, when utilized, mean as follows:

1. "And" shall mean and/or; and "Or" means and/or. Each word shall be construed either disjunctively or conjunctively as necessary in order to bring within the scope of the particular discovery request all responses that might otherwise be construed to be outside its scope.

2. **“Communications”** shall mean any document, electronic mail, communication by computer, oral statement, conversation, meeting, or conference, formal or informal, at any time or place, and under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

3. **“Counterclaims”** shall mean the Answer, Affirmative Defenses, and Counterclaim of Defendant Michael Lissack, which Defendant caused to be filed in this action.

4. **“Concerning”** shall mean relating to, referring to, concerning, responding to, reflecting, indicating, memorializing, commenting on, consisting of, regarding, discussing, showing, evidencing, describing, implying, analyzing or constituting, or in any other way connected with or involved in the matters set forth, directly or indirectly.

5. **“Defendant”** shall mean Michael Lissack.

6. **“Document”** or **“Documents”** shall refer to and include, without limitation, any and all written, printed, typed, internet-published, or recorded material of any kind including but not limited to, correspondence, emails, email attachments, internet pages, internet postings, drafts, ledgers, vouchers, memoranda, reports, recommendations, notes, letters, diaries, envelopes, post-it notes, telegrams, messages, manuscripts, studies, analyses, tests, comparisons, books, articles, pamphlets, magazines, newspapers, booklets, circulars, checks, bulletins, notices, instructions, minutes, agreements, contracts, wills, trusts, and all other written communications, purchase orders, invoices, bills, receipts, questionnaires, surveys, charts, graphs, photographs, sketches, drawings, house sheets, records of telephone conversations or other conversations or meetings, computer disks, computer tapes or other recordings, print-outs or compilations from which information can be obtained or, if necessary, translated through detection devices into

reasonably usable form, including all underlying or preparatory material and drafts thereof, however produced or reproduced to which you have or have had access.

7. **“He,” “Him,” “His,” “She” and “Her”** shall be construed to refer one to another and be gender neutral.

8. **“Person”** means the plural as well as the singular and includes any natural person and any firm, corporation, association, partnership, joint venture, governmental body, or other form of entity.

9. **“Plaintiffs”** shall mean the plaintiffs in this action, Long Bay Partners, LLC and Bonita Bay Group, Inc.

10. **“Plaintiffs’ Interrogatories”** shall mean both Plaintiff’s, Bonita Bay Group, Inc., First Interrogatories to Defendant, Michael Lissack and Plaintiff’s, Long Bay Partners, LLC, First Interrogatories to Defendant, Michael Lissack.

11. **“Third-Party Complaint”** shall mean the Third-Party Complaint Defendant has filed in this action.

12. **“Third-Party Defendants”** shall mean David Lucas and Brian Lucas.

13. **“You” or “Your”** shall mean the Defendant in this action, Michael Lissack.

### **INSTRUCTIONS**

1. **Form of Document Production.** Each document shall be produced in its entirety, without abbreviation or expurgation, including all attachments or other matters affixed thereto, even if only a portion of the document relates to the identified subject matter. All documents that are physically attached to each other shall be produced in that form. Documents that are segregated or separated from other documents, whether by inclusion in binders, files or sub-files, or by the use of dividers, tabs or any other method, shall be produced in that form.

Where copies of otherwise identical documents bear additional notations, produce all non-identical copies in their entirety.

2. **Data Stored on Software or Other Media.** In those instances where requested information is stored only on software or other data compilations, you should either produce the raw data, including "meta-data", along with all codes and programs for translating it into usable form or produce the information in a finished usable form, which would include all necessary glossaries, keys, and indices for interpretation of the material.

3. **Organization of Document Production.** Documents shall be produced in the order in which they were kept and maintained in the usual course of business, or they may be organized in accordance with each of the requests herein.

4. **Claims of Privilege.** If any document or any portion thereof responsive to any document request is withheld from production on the claim of privilege or other immunity from production, including on the grounds of attorney-client privilege or the work-product doctrine, produce all other portions of such document and a privilege log stating: (a) the author(s) of the document (b) the recipient(s) of the document; (c) the date of the document; (d) the nature (*i.e.*, letter, memorandum, etc.) and subject matter of the document; (e) the number of pages of the document; and (f) the ground upon which the document is withheld from production.

5. **Documents Lost or Destroyed.** All documents that might impact on the subject matter of this lawsuit shall be preserved and any ongoing process of document destruction involving such documents shall cease. If any document or any portion thereof responsive to any document request has been lost, transferred, mutilated, altered, discarded, destroyed, redacted or is otherwise disposed of or not available at present in whole or in part, (a) identify the document and (b) state (i) the date of the loss, transfer, mutilation, alteration, discard, destruction, redaction

or other disposal of the document; (ii) the reason for and circumstances surrounding the loss, transfer, mutilation, alteration, discard, destruction, redaction or other disposal of the document; (iii) the person who lost, transferred, mutilated, altered, discarded, destroyed, redacted or otherwise disposed of the document; (iv) the identity of the present custodian of the document, if any; and (v) the location and files where the document was maintained prior to its loss, transfer, mutilation, alteration, discard, destruction, redaction or other disposal.

6. **Nonexistence of Documents.** If you are asked to produce specific documents and you are unaware of the existence of any such document, so state.

7. **Possession, Custody and/or Control.** Unless otherwise stated, all demands seek documents in the possession, custody and/or control of Defendants.

8. **Plural Form.** The use of the plural form of any word shall be construed to include the singular and the plural; the use of the singular form of any word shall be construed to include the singular and the plural; and the use of any tense of any verb includes within its meaning all other tenses of the verb so used. The use of lower case letters in defined terms shall be construed to include upper case letters.

9. **Continuing Demand.** This notice is continuing in nature. Subject to Fla.R.Civ.P. 1.280(e), any document obtained or located subsequent to production, which would have been produced, had it been available or its existence known at the time you respond to this demand, is to be supplied forthwith.

#### **DOCUMENTS DEMANDED**

**Request No. 1:** Produce all documents and communications identified in response to Plaintiffs' Interrogatories. For each document or communication produced in response to this request, identify the interrogatory to which it is responsive.

**Request No. 2:** All communications between Defendant and any person from November 7, 2008 to present, concerning either of the Plaintiffs or Third-Party Defendants, the Club at Mediterra, or the deposit refund policy at any of the Bonita Bay Group-affiliated clubs.

**Request No. 3:** All documents concerning your claim that either of the Plaintiffs or Third Party Defendants engaged in a "Ponzi scheme."

**Request No. 4:** All documents and communications concerning all acts or omissions by Plaintiffs or Third-Party Defendants that were "deceptive" or "unfair" within the meaning of the Florida Deceptive and Unfair Trade Practices Act.

**Request No. 5:** All documents and communications concerning the claim that either of the Plaintiffs or Third Party Defendants committed intentional fraud.

**Request No. 6:** All documents and communications in which Defendant (in his own name or otherwise) compares David Lucas to Bernard Madoff; or indicates that Bonita Bay Group, Bonita Bay Group, Inc., Long Bay Partners, LLC, KeyBank, David Lucas, Brian Lucas, Linda Lucas, Louise Ukleja, Mick Ukleja, or Tim Boates have committed fraud, engaged in a Ponzi scheme, or committed unlawful acts other than fraud or participation in a Ponzi scheme.

**Request No. 7:** All of Defendant's communications with officers, directors, employees, agents and representatives of either Plaintiff from November 7, 2008 to present.

**Request No. 8:** All documents concerning Defendant's claim for a refund of his membership deposit at the Club at Mediterra.

**Request No. 9:** All documents and communications concerning charges on Defendant's account at the Club.

**Request No. 10:** All civil, criminal, and/or regulatory complaints, filings or proceedings brought by Defendant against either of the Plaintiffs, or any of their directors, officers, or employees.

**Request No. 11:** All false communications made by any of the Plaintiffs or Third-Party Defendants.

**Request No. 12:** All threatening, hostile, and/or intimidating communications made by any of the Plaintiffs or Third-Party Defendants towards Defendant.

**Request No. 13:** All documents concerning Plaintiffs' or Third-Party Defendants' knowledge that any statements or representations to the Defendant were false.

**Request No. 14:** All documents and communications, from November of 2006 through the present, concerning the sale of real estate located in communities developed by the Bonita Bay Group companies, where Defendant was the realtor to one of the parties in the transaction.

**Request No. 15:** All communications between Defendant and the persons listed on Chart A attached hereto, from November of 2008 through the present, concerning Plaintiffs, Third-Party Defendants, the Club at Mediterra, or any other club operated by the Bonita Bay Group companies.

**Request No. 16:** All bills and statements concerning the phone numbers listed in answer to Interrogatories 16 and 17 of Plaintiff's, Bonita Bay Group, Inc., First Interrogatories to Defendant, Michael Lissack.

**Request No. 17:** All documents and communications concerning the complaint that was made to the Special Inspector General for the Troubled Asset Relief Program ("SIGTARP") Hotline, on or about June 19, 2009, concerning KeyBank and Bonita Bay Group, and listing Tim Boates as the person making the complaint.

**Request No. 18:** All documents and communications concerning the email Defendant sent to Southwest Florida realtors, on or about July 28, 2009, indicating, in part, that in May of 2009, Bonita Bay Group had announced that, "it would never make another refund from its own funds."

**Request No. 19:** All documents and communications concerning the email sent to Mediterra residents, on or about August 31, 2009, in which someone posing as David Lucas, thanked Mediterra residents for accepting "a transaction that lets us totally off the hook."

**Request No. 20:** All documents and communications concerning the email sent to a Mediterra resident, on or about August 8, 2009, stating that, "BBG and David Lucas intentionally defrauded [Mediterra residents]."

**Request No. 21:** All documents and communications concerning the MMCA.

**Request No. 22:** All documents and communications concerning the MCA.

**Request No. 23:** All documents and communications concerning the proposed purchase of the Club by the MCA.

**Request No. 24:** All documents and communications concerning Defendant's demand that, "Plaintiffs honor the organizational documents of the Mediterra Community Association," as alleged in paragraph 77 of the Counterclaims.

**Request No. 25:** All documents and communications concerning the "co-mingling of funds between the Club at Mediterra. . . and the Mediterra Community Association," as alleged in paragraph 79 of the Counterclaims.

**Request No. 26:** All statements by any witness to the facts or circumstances of this action.

**Request No. 27:** All documents, including but not limited to pleadings, concerning the public administrative and cease-and-desist proceedings instituted against Defendant by the U.S.

Securities and Exchange Commission on or about September 23, 1997, in the possession, custody or control of Defendant.

**Request No. 28:** All documents, including but not limited to pleadings, concerning the New York criminal matter in which Defendant was convicted of Harassment in the second degree, New York Penal Law § 240.26, including emails and internet postings at issue therein, in the possession, custody or control of Defendant.

**Request No. 29:** All documents and communications that support the allegations contained in the Counterclaims and the Third-Party Complaint.

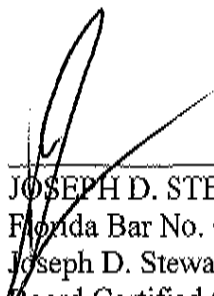
**Request No. 30:** All documents and communications that support Defendant's defenses asserted in his Answer.

**Request No. 31:** All communications between Defendant and either Frederick L. Feldkamp or Robert V. Housel. If Defendant claims an attorney-client relationship with either or both such persons, produce all documents to evidence such relationship, including, but not limited to, retainer agreements, invoices for services rendered, or other such indicia of an attorney-client relationship.

**Request No. 32:** All documents Defendant intends to introduce as evidence at the trial of this action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by facsimile and U.S. Mail to: **Gregory N. Woods, Esq.**, WOODS, WEIDENMILLER & MICHETTO, P.L., 5150 N. Tamiami Trail, Suite 603, Naples, Florida 34103, *Counsel for Defendant/Third-Plaintiff*, this 23 day of September, 2011.



---

JOSEPH D. STEWART, ESQ.  
Florida Bar No. 0476250  
Joseph D. Stewart, J.D., C.P.A.  
Board Certified Civil Trial Lawyer  
2671 Airport Road S., Suite 302  
Naples, FL 34112  
Telephone: (239) 775-4450  
Facsimile: (239) 775-8581

**Chart A: List of Persons for Request No. 15**

No.	Name	No.	Name
1	Tim Boates	36	Robert Housel
2	Gary Dumas	37	Charles Hyle
3	Joey Garon	38	Barbara Jay
4	Amy Gravina	39	B. Koste
5	John Greeley	40	Laura Layden
6	Katherine Green	41	Gary Loser
7	Jennifer Laderer	42	Dick Ludwig
8	Robin Leete	43	Susie Mehas
9	Brian Lucas	44	S. Montini
10	David Lucas	45	K. Mrazik
11	Tina Matte	46	J. Nulf
12	Lynn Michl	47	Lance Primis
13	Michael Seabrook	48	Ted Polci
14	Mick Ukleja	49	Kevin Ryan
15	Susan Watts	50	J. Schnitzel
16	Scott Whitney	51	Richard Schmidt
17	D. Ahlburg	52	R. Sebastiao
18	E. Alvarez	53	Bruce Soderholm
19	John Artz	54	Rita Sokol
20	David Barry	55	Robert P. Sokol
21	S. Behunek	56	Jay Taylor
22	Michael J. Brennan	57	Irwin Teich
23	Jon Conahan	58	T. Thiboudeau
24	Les Dakens	59	Jeffrey Weeden
25	N. Davidson	60	Jeffrey Wolf
26	Jerome Evans	61	Any individual affiliated with or employed by State of Florida Attorney General's Office.
27	Frederick Feldkamp		
28	S. Gripne		
29	Donna Guido		
30	Karen Haefling		
31	Mike Hall		
32	Peter Hancock		
33	Paul Harris		
34	Thomas Helfrich		
35	Dick Hogan		