

**IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
CUYAHOGA COUNTY, OHIO**

ARTHUR P. DUECK, et al.)	CASE NO. 2012 ADV 179424
)	
Plaintiffs,)	JUDGE ANTHONY J. RUSSO
)	
v)	DEFENDANT RHONDA O. LOJE'S
)	FIRST SET OF COMBINED
The Clifton Club Company, et al.,)	DISCOVERY REQUESTS
)	UPON JEFF WEBER, PRESIDENT,
Defendants.)	CLIFTON CLUB COMPANY
)	
)	

To Jeff Weber, Clifton Club Company.

PLEASE TAKE NOTICE that you are hereby required to answer separately, fully, in writing, and under oath the following requests for interrogatories and production of documents; to respond to the requests for production as hereinafter set forth; and to serve your answers and responses thereto on the undersigned party propounding the same. For each said interrogatory and production of documents, please state the name and otherwise "identify" each person supplying the information contained in the answer to the said interrogatory. Said combined discovery is pursuant to Ohio Rules of Civil Procedure 26, 33 and 34 and must be responded to within 28 days of service of these combined discovery requests.

These requests for interrogatories and documents are deemed continuing as to the discovery by the interrogated party or their counsel of any additional information responsive to or in clarification of the request for interrogatories or document requests.

GENERAL DEFINITIONS AND INSTRUCTIONS

1. "Trust" "means the Deed of Trust dated 3/25/1912 and recorded in the Cuyahoga County Records, Cleveland, Ohio on 3.27/1912.
2. "Beach" means real property at Clifton Beach owned and held in Trust as referred to in Definition 1 above.
3. "Residential sub lot owners" mean all owners of sub lots having one family residence and their household members in the Clifton Park Allotment.
4. "Sublot" means a sublot in the Clifton Park Allotment.
5. "Clifton Club" means The Clifton Club Company, Incorporated, and owner of four sub lots, incorporated in 1902 in the Clifton Park Allotment per deed dated 7/1/1912.
6. "Clifton Park Allotment" means real property as the same is recorded in Cuyahoga County Map Records, Volume 29, Page 11, in Cleveland, Ohio.
7. "Trustee" or "Trustees" means those persons (past and present) holding title to and maintaining the "Beach" according to the Clifton Park Trust herein.
8. "Club Members" means persons who are dues paying members of the Clifton Club Company, Incorporated, and shareholders of same, none of whom are sub lot owners of land in the Clifton Park Allotment.
9. The term "communicate" or communication" means every manner or means of disclosure, transfer or exchange of information, whether oral or written, formal or informal, at any time or any place, and under any circumstances whatsoever, whereby information of any nature was transmitted or acquired,

including by document or whether face-to-face, by telephone, mail, personal delivery, or otherwise.

10. The term “document,” means any original written, typewritten, printed or recorded material, as well as all tapes, discs, electronic copies, non-duplicate copies and transcripts thereof, now or at any time in your possession, custody, or control. Without limiting the generality of the foregoing definition, but for the purposes of illustration only, “document” includes notes, correspondence, memoranda, business records, diaries, calendars, e-mails, address and telephone records, audio and video tape recordings, financial statements and records.
11. Without limitation of the term “control” as used in the preceding sentence, a document is deemed to be in your control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual possession thereof.
12. If the document is responsive to a request for identification or production and is in your control, but is not in your possession or custody,” identify” the person with possession or custody. If any document was, but is not longer, in your possession or subject to your control, state what disposition was made of it; by who; and the date or dates or approximate date or dates on which such disposition was made, and why.
13. The term “all documents” means every document as above defined known to you and every such document which and be located or discovered by diligent efforts, inclusive of both original and photocopies of same.
14. The term “person” means any natural person (whether presently living or deceased, corporation, partnership, proprietorship, association, organization, business entity, or group of natural persons).

15. The term “indentify” means:

- a. as to a document: the type of document (i.e., letter, memo, report, etc.); the identity of the author or other originator; the date authored or originated; the identity of each person to who the original or copy was addressed or delivered; the identity of such person known or reasonably believed by you to have present possession or custody or control thereof; and a brief description of the subject matter thereof, all with sufficient particularity to permit a request for its production.
- b. as to person: name; business and residence address; telephone number; occupation; job title and dates so employed; and, if not an individual, the type of entity and address of its principal place of business;
- c. as to communication or contact: the date of the communication; the type of communication (telephone conversation, meeting, etc.); the place where the communication took place; the identity of the person who made the communication; the identity of each person who received the communication and of each person present when it was made; and the subject matter discussed;
- d. as to a meeting: the date; the place; each person invited to attend; each person who attended; and the subject matter discussed;
- e. as to litigation: identification of the Court and/or agency involved; the title and docket number of the case; and the date of filing the said suit; identification of the parties and their attorneys; the nature of said proceedings, including the nature of the relief sought and of any alleged violations of law statute, or regulations therein; a statement of the present posture of the case, whether settled, set for trial, judgment, etc.; and if settled give full detail as to date entered, place, amount and date. The term “litigation”: includes judicial, agency or administrative litigation and/or resolution of complaints.

16. The word “or” means and/or and shall be construed either conjunctively or disjunctively to bring within the scope of these interrogatories and document requests any information which might otherwise be construed to be outside their scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The past tense includes the present tense where the clear meaning is not distorted by change of tense.
17. The term “defenses of the Club,” for the purposes of these discovery requests, and without limitation, means defenses asserted by you in the First Amended Answer of the Clifton Club Company.
18. If you do not answer any interrogatory because of a claim of privilege, set forth the privilege claimed; the facts upon which you rely; and identify all documents for which such privilege is claimed.
19. If a requested production or interrogatory cannot be answered in full, indicate and answer those portions of the request or interrogatory that can be answered.
20. You may not give lack of information or knowledge as a reason for failure to produce or answer unless you state that you have made reasonable inquiry and that the information known or readily obtainable by you is insufficient to enable you to comply.
21. The relevant time period herein is from approximately 1900 to the present unless otherwise noted.
22. The term “access” means approaching, entering, exiting, making use of, the ability or right to approach, enter, exit and make use of, availability to.

23. The term “procedure” means a series of steps taken to accomplish an end, a set of established forms or methods for conducting affairs of an organized body such as a business, club or government.

INTERROGATORIES

Interrogatory No. 1: Identify all documents which show the extent of “Beach” use by “Club Members” between the years 1902 and 1922.

Interrogatory No. 2: Identify all documents that indicate any agreements with the “Trustees” for “Club Members” access to the “Beach” prior to 1948.

Interrogatory No. 3: Please list the yearly payments made by the "Club" to the "Trustees" prior to 1948.

Interrogatory No. 4: Please list the payments made by the "Club" to the "Trustees" each year for the use of the "Beach" House after their "Club" burned down in 1941.

Interrogatory No.5: Has the "Club" ever put a lock on the "Beach" house door preventing "Residential sub lot owners" from using it during the period referred to in Interrogatory No. 4?

Interrogatory No. 6: Did the “Club” have a lease for use of any of the beach area while it was originally leasing the 4 sub lots on which it now stands?

Interrogatory No. 7: What percentage of the “Club’s Members” lived in Clifton Park in 1912?

Interrogatory No. 8: What percentage of the “Club’s Members” lived in Clifton Park in 1930?

Interrogatory No. 9: What percentage of the “Club’s Members” lived in Clifton Park in 1950?

Interrogatory No. 10: What percentage of the “Club’s Members” lived in Clifton Park in 2011?

Interrogatory No. 11: As to the “Club’s” Answering Defense number 12, list, by year, the financial payments which the “Club” paid to the “Trustees” specifically for capital improvements to the “Trust” property since 1902.

Interrogatory No. 12: Please list the payments made by the “Club” to the “Trustees” for its use of the “Trust” property for parking purposes.

Interrogatory No. 13: Identify the years that the “Club’s” records show that the “Club” asserted it had a “right” to use the “Beach” for its “Club Members” beyond the one family per lot owner limit interpretation used by earlier “Trustees”.

Interrogatory No. 14: Identify the documents upon which the “Club” bases its claim that the “Trustees” have no right to reduce the number of “Club Members” granted access to the “Beach” below 250.

Interrogatory No. 15: Has the “Club” or any of its members ever asserted it is entitled for more than 250 “Club Members” to use the “Beach”?

Interrogatory No. 16: Identify all documents wherein the “Club” objected to the “Trustees” limiting their access to the Beach.

Interrogatory No. 17: Identify for each year, the “value” referred to in Affirmative Defense number 15 of the “Club’s” answer that the “Club” claims to have purchased with its yearly payment to the “Trustees” aside from the use of the “Beach” by “Club Members”.

Interrogatory No. 18: Identify any times that the “Club Members” have been blocked from obtaining “Beach” access stickers as a consequence of the “Club” not making a payment to the “Trustees”.

Interrogatory No. 19: Identify any and all agreements wherein the “Club” and the “Trustees” agree to cooperate or collaborate aside from those pertaining to Beach access.

Interrogatory No. 20: Identify any oral or written agreement between the “Club” and the “Trustees” that involves the “Trustee’s” cooperation or performance in the captioned case.

Interrogatory No. 21: Identify any and all documentation of any signed agreement with the “Trustees” relating to “Beach” use by the “Club Members”.

Interrogatory No. 22: Identify any and all documentation evidencing that the “Club” signed any agreement with the “Trustees” relating to the “Club’s” yearly payments to the “Trustees”.

Interrogatory No. 23: Identify each date and means whereby the “Club” has initiated discussions aimed at resolving the current court action with the Plaintiffs.

Interrogatory No. 24: Identify any year wherein the “Club” asserted that it was paying too large an amount to the “Trustees”.

Interrogatory No. 25: Identify any and all documents that relate to the “Club” complaining to the “Trustees” that the “Beach” was too crowded.

Interrogatory No. 26: Identify all documents for each year that relate to discussions between the “Club” and the “Trustees” regarding the “Club’s” portion of “Beach” expenses that the “Club” paid to the “Trustees”.

Interrogatory No. 27: Identify any documents, which refer to discussions, which the “Club” had with the “Trustees” leading to the “Club” paying more than its lot assessment in 1948.

Interrogatory No. 28: Identify all documents or records of discussions among “Club Members”, which relate to the “Club” agreeing to pay more than its lot assessment in 1948.

Interrogatory No. 29: Identify all instances by year in which the Club's membership voted on the "Club's" yearly payments to the "Trustees".

Interrogatory No. 30: Identify all instances by year in which the "Club's" contribution to the "Trustees" was lowered due to claims of financial hardship made by the "Club".

Interrogatory No. 31: In the current "Acceptance of Rules" page in the new member application for "Club Members", it states "Membership does not confer upon me any ownership of the Club property or its assets". Who then are the owners of the "Club's" property and the "Club's" building?

Interrogatory No. 32: Identify all owners of the “Club’s” land and/or building who reside in the Clifton Park Allotment.

Interrogatory No. 33: Identify all owners of the “Club’s” land and/or buildings related to any of the “Trustees”.

Interrogatory No. 34: Did the “Club” approve a draft or copy of the “Club’s” first response to the Plaintiffs asserting that the “Trustees” lacked authority to control the number of “Club Members” using the “Beach”?

Interrogatory No. 35: Describe in detail the “Club’s” record retention policy and the location said records are kept.

Interrogatory No. 36: Identify all documents in which the “Club” corresponded with the “Trustees” regarding its right to have “Beach” access for its “Club Members” since 1999.

Interrogatory No. 37: Identify all documents in which the “Club” corresponded with the “Trustees” regarding its financial payments to the “Trustees” since 1999.

Interrogatory No. 38: Identify all documents and correspondence between the “Club” and the “Trustees” regarding complaints made by “Residential subplot owners” since 2011.

DOCUMENT REQUEST INSTRUCTIONS

Defendant hereby requests that you produce and permit him/her to inspect, view, transcribe and/or view all documents, notes, writings, recordings, photographs, slides, reports, reports and memoranda concerning or relating to this matter listed in the following Request for Production of Documents. The production should be made to Rhonda O. Loje, 18159 Clifton Road, Lakewood Ohio 44107, on or before 28 days from the date of receipt of this discovery request.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce all documents identified in the answer to Interrogatory No. 1.
2. Produce all documents identified in the answer to Interrogatory No. 2.
3. Produce all documents identified in the answer to Interrogatory No. 5.
4. Produce all documents identified in the answer to Interrogatory No. 6.
5. Produce all documents identified in the answer to Interrogatory No. 13.
6. Produce all documents identified in the answer to Interrogatory No. 14.
7. Produce all documents identified in the answer to Interrogatory No. 15.

8. Produce all documents identified in the answer to Interrogatory No. 16.
9. Produce all documents identified in the answer to Interrogatory No. 18.
10. Produce all documents identified in the answer to Interrogatory No. 19.
11. Produce all documents identified in the answer to Interrogatory No. 20.
12. Produce all documents identified in the answer to Interrogatory No. 21.
13. Produce all documents identified in the answer to Interrogatory No. 22.
14. Produce all documents identified in the answer to Interrogatory No. 23.
15. Produce all documents identified in the answer to Interrogatory No. 24.
16. Produce all documents identified in the answer to Interrogatory No. 25.
17. Produce all documents identified in the answer to Interrogatory No. 26.
18. Produce all documents identified in the answer to Interrogatory No. 27.
19. Produce all documents identified in the answer to Interrogatory No. 28.
20. Produce all documents identified in the answer to Interrogatory No. 29.
21. Produce all documents identified in the answer to Interrogatory No. 30.
22. Produce all documents identified in the answer to Interrogatory No. 31.
23. Produce all documents identified in the answer to Interrogatory No. 36.

24. Produce all documents identified in the answer to Interrogatory No. 37.

25. Produce all documents identified in the answer to Interrogatory No. 38.

Respectfully submitted,

Rhonda O. Loje
18159 Clifton Road
Lakewood, Ohio 44107
(216) 337-4245

CERTIFICATE OF SERVICE

A copy of the attached Defendant's Request for Production of Documents upon Jeff Weber, President, Clifton Club Company, was served on the following by ordinary U.S. mail this _____ day of _____, 2013:

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President, Clifton Club Company
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