

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JOSEPH R. REISINGER,

Plaintiff

vs.

CIVIL ACTION – LAW

THE CITY OF WILKES-BARRE;
THOMAS LEIGHTON;
FRANCES KRATZ;
GREGORY BARROUK;
MICHAEL KERMEC and
THE CADLE COMPANY, II, INC.,

JURY TRIAL DEMANDED
(Honorable Richard P. Conaboy)

Defendants

NO. 3:09-CV-00210

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO THE CADLE DEFENDANTS**

The Plaintiff, Joseph R. Reisinger, by and through his attorney, Joseph R. Reisinger, Esq., hereby makes a demand in accordance with the Federal Rules of Civil Procedure, that the Defendant, the Cadle Company II, Inc., and its attorney and representatives, supply originals or authentic legible copies of the documents hereinafter identified and requested, to the law office of Joseph R. Reisinger, Esq., within thirty (30) days after service of this request.

DEFINITIONS

A. The term "anyone acting on your behalf" includes, but is not limited to, your representatives, investigators, adjusters, insurers, employees, servants, spouse, parents, consultants, sureties, indemnitors, agents and attorneys.

B. The term "identify" or "identify" used in reference to any natural person means to state his/her full name, age, present or last known address and telephone number, his/her present or last known business affiliation, title and occupation at the time covered by any response referring to such person.

C. The term "document" or "documents" includes, but is not limited to, the original, together with all prior drafts and subsequent modifications thereto, and all copies of such original drafts and modifications, regardless of origin or location, of any correspondence, letter, memorandum (including any memorandum or report of a meeting, telephone or other conversation), diary, illustration, photograph, contract, agreement, drawing, specification, plan, graph, chart, book, pamphlet, brochure, report, note, notice, diagram, analysis, study, and/or other compilation of data, whether in print, electronic, computer image or other form, from which information can be obtained or translated into usable form, together with information communicated orally but the substance of which has been written down, relating or pertaining in any way to occurrence, including but not limited to, the transcription of any recorded statement, tape, or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced any in your possession, custody or control or in the possession, custody or control of anyone acting on your behalf.

D. The term "documents relating to" is intended to refer to documents which in whole or in part relate to the designated category of information described.

E. The term "Cadle Defendants" means the Cadle Company II, Inc. and Michael Kermec.

F. The term "City Defendant" means the City of Wilkes-Barre, Thomas Leighton, Frances Kratz and Gregory Barrouk.

G. The term "Loan Acquisition Agreement" means the agreements that were signed by the Cadle Company II, Inc., with Nova Savings Bank, when the Cadle Company II, Inc. acquired 26 Mortgages and 29 Notes, previously executed by the Plaintiff, as described in the Complaint.

H. The term "Loan Histories" means all of the recordation of all of the debt service payments made by the Plaintiff, since the initiation date of each of the Notes, to current date.

I. The term "Debt Service Payment" means all of the payments of principle and interest by the Plaintiff, in reference to his Notes, from the date of the execution of each of those Notes, to the current date.

J. The term "Notes and Mortgages" refer to 29 Notes and 26 Mortgages that were executed by the Plaintiff, as the borrower/debtor, related to the financing that he had established at the time of the acquisition of 26 separate properties, and at this point, there are real estate properties as collateral for each of the Mortgages.

INSTRUCTIONS REGARDING PRIVILEGED DOCUMENTS

To the extent, if at all, that you object to the production of any document as requested herein, whether in whole or in part, on the ground that the information sought therein is privileged or otherwise immune from discovery, you are to state the date thereof, the identify of the sender, the addressee and each person who received or was shown a copy thereof, describe the subject matter thereof, and state the ground on which it is claimed to be non-discoverable.

This Request for Production shall be deemed to be continuing in nature so as to require the production of further documents obtained between the date response is made to this Request and the date of trial or such earlier time as the Court in this case may fix as a deadline for the production of documents which are to be used or will be usable at the trial of this case.

DOCUMENTS REQUESTED

1. The entire contents of any investigative file obtained, developed, or possessed by you or anyone else acting on your behalf, excluding (i) confidential communications between you and your attorney, (ii) the mental impressions, conclusions, opinions, memoranda, notes or summaries, legal research or legal theories of your attorney, and also (iii) the mental impressions,

conclusions or opinions of your attorney representing the value or merit of a claim or defense or respecting strategy or tactics.

2. All statements, whether signed, unsigned or recorded, taken or obtained by you or anyone acting on your behalf with regard to the subject matter of the Plaintiff's actions, or the claims or defenses of any party.

3. All personal notes, diaries, journals, day planners, or other documents containing information relating to the allegations in the Plaintiff's Complaint, or the Defendant's Answers.

4. All documents which will be relied upon or utilized by you at trial for any purpose, including but not limited to all trial exhibits, expert reports, and rebuttal documents.

5. All documents which support or relate to defending the claim for damages that the Plaintiff asserts in the Complaint, as well as a copy of all documents related to the calculations contesting the damages the Plaintiff alleges in the Complaint.

6. All documents that the Cadle Defendants have relating to their knowledge of the inspections of the Plaintiff's properties by the City Defendants or any other City representatives.

7. All documents that the Cadle Defendants have relating to their knowledge of the closures of Plaintiff's properties by the City Defendants or any other representatives of the City.

8. All citations issued by the City or its representatives to Plaintiff that the Cadle Defendants have knowledge of.

9. All documents containing communications between the Cadle Defendants and the Plaintiff, or which memorialized any such communications.

10. All documents which support the allegation of the Cadle Defendants that the Plaintiff was not precluded from being able to resume the management of his 26 properties as alleged in paragraph 31 of the Complaint.

11. All documents which support the claims of the Cadle Defendants that they have not conspired with each other, or any of the City Defendants, or acted in concert in an effort to harm the Plaintiff as described in paragraphs 75 and 76 of the Complaint.

12. The curriculum vitae and expert reports for each of the experts the Cadle Defendants intend to call as witnesses at trial.

13. Any and all e-mails as it relates to the Plaintiff's Complaint.

14. Any and all phone bills as it relates to the Plaintiff, including but not limited to, landline and cell phone bills.

15. All documents showing any and all communication between the City Defendants and the Cadle Defendants as it relates to the Plaintiff or the Plaintiff's properties.

16. All documents which refer to or relate to the Answer of any of the Cadle Defendants in the First Set of Interrogatories.

17. To the extent not otherwise provided, all documents which support the claims set forth in the Cadle Defendants' Answer.

18. All documents relating to the Loan Acquisition Agreements as they relate to the Plaintiff, as well as the Loan Acquisition Agreements themselves.

19. All documents related to the Loan Histories as they relate to the Plaintiff, as well as the Loan Histories themselves.

20. In regard to the Plaintiff's properties, provide a copy of any and all agreements related to the acquisition by the Cadle Company II, Inc. of the Notes and Mortgages, including all exhibits thereto.

21. A copy of each item of correspondence sent to or received by the Cadle Company II, Inc., or any person on the Cadle Company II, Inc.'s behalf in reference to the Notes and Mortgages, starting with the first date that the Cadle Company II, Inc. became aware that the Notes and Mortgages were for sale by Nova Savings Bank.

22. A copy of the Loan History reflecting every payment of the debt service by the Cadle Company II, Inc. in regard to principal and interest payments made in reference to each Note, from the date that each Note was executed to the current date.

23. A copy of any and all documents, evidencing the recordation of all of the prior debt service payments by the Plaintiff, and/or credits made or given in reference to each Note, commencing from the date of the execution of each Note to the current date.

24. A copy of any and all documents evidencing all charges, fees, interest, penalties, finance charges, attorneys' fees, or costs imposed in regard to each Note since the date of execution of each Note to the current date.

25. A copy of a detailed spreadsheet or printout detailing the Plaintiff's payment history in regard to each Note, from the date of the execution of each Note, to the current date.

26. A copy of any and all memos, written notes or calculations prepared by any employee or agent of the Cadle Company II, Inc., related to the proposed acquisition and the actual acquisition of the Notes and Mortgages from Nova Savings Bank.

27. A copy of all documents evidencing the calculation of the annual rate adjustments as required by the adjustable rate rider to each Note, since the date of the execution of each Note.

28. A copy of any and all correspondence to the Defendant related to the administration of each Note, by each prior Notes holder in reference to each Note, since the date of the execution of each Note, including most particularly correspondence reflecting the annual adjustment to the amount of the debt service as required by each Note's provisions.

29. A copy of any and all documents that have been filed by the Cadle Company II, Inc. with any state or federal regulatory agency pertaining to the Notes and the Mortgages, since the date that the Cadle Company II, Inc. purchased the Notes and Mortgages.

30. A copy of any and all documents of which the Cadle Company II, Inc. has possession that was/were filed by any purchaser of the Notes and Mortgages with any state or

federal regulatory agency pertaining to each Note.

31. A copy of any and all appraisals of each of the properties of the Plaintiff that is collateral for each of the Mortgages.

32. A copy of any liquidation analysis prepared by any employee or agent of the Cadle Company II, Inc., as far as determining the projected results from the foreclosure of the Mortgage of each of the Plaintiff's properties by the Cadle Company II, Inc.

33. A copy of any documents reflecting the complete loan file(s) maintained by the Cadle Company II, Inc., in reference to the Notes and Mortgage, since the date of the execution of each Note.

34. A copy of any documents, constituting letters or writings, notifying the Plaintiff, since the date of the execution of each Note (i) of the annual changes in the terms of the debt service related to each Note, and (ii) the calculations related to determining the annual changes to the amount of the debt service in reference to each Note.

35. A copy of any correspondence or related documentation forwarded by the Cadle Company II, Inc. to the Tax Claim Bureau of Luzerne County in reference to the Notes and Mortgages or the property collateral for the Notes and Mortgages.

36. A copy of any and all correspondence that was forwarded to the Cadle Company II, Inc., by the Luzerne County Tax Claim Bureau, in reference to the Notes and Mortgages or the property's collateral for the Notes and Mortgages.

37. A copy of any memos or any other written documentation pertaining to reflecting the substance of any conversations that the Cadle Company II, Inc.'s representatives have had with any representatives of the Luzerne County Tax Claim Bureau since the date that the Cadle Company II, Inc. acquired the Notes and Mortgages.

38. A copy of any and all documents that were sent to the tenants of the properties owned by the Plaintiff, since the Cadle Company II, Inc. acquired the Notes and Mortgages.

39. A copy of any and all memos prepared by representatives of the Cadle Company II, Inc., reflecting the discussions that those representatives had with each of the tenants of the properties owned by the Plaintiff since the Cadle Company II, Inc. acquired the Notes and the Mortgages.

40. A copy of all documents incorporated by reference as exhibits in the assignment of the Notes and Mortgages by First Union Bank of Philadelphia.

41. A copy of all documents, including any exhibits related thereto, that are incorporated by reference in the assignment of the Notes and Mortgages from Nova Savings Bank to the Plaintiff.

Respectfully submitted,


Joseph R. Reisinger, Esq.