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William P. McKinley
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March 24, 2025

VIA: U.S. MAIL & EMAIL

Attorney Daniel J. Miske
Attorney Matthew Lowe
KAMAN & CUSIMANO, LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

Re: Manitowoc Timeshare Management, LLC vs. Fox Hills Owners Association, Inc. et al.
Manitowoc County Case No.: 25 CV 15

Dear Counsel:

Enclosed please find Manitowoc Timeshare Management's responses to request for admission. We are presently working with our client on the other discovery requests and due to travel, I have been advised by my client that they need another two weeks to pull together all of the requested documentation and information. As such, I am asking for a three-week extension to respond to interrogatories and requests for production of documents. I assume you have no objection to this extension of time, but if I am mistaken, please advise.

Thank you,

MENN LAW FIRM, LTD.

A handwritten signature in black ink, appearing to read 'W. McKinley', written over a horizontal line.

William P. McKinley

Encl.

STATE OF WISCONSIN
MANITOWOC COUNTY
CIRCUIT COURT

MANITOWOC TIMESHARE
MANAGEMENT, LLC

Plaintiff,

v.

FOX HILLS OWNERS
ASSOCIATION, INC.

Defendant and Third-Party Plaintiff,

v.

FH RESORT
LIMITED PARTNERSHIP

Third-Party Defendant.

Case No. 25 CV 15
Class Code: 30301

**PLAINTIFF'S RESPONSES TO DEFENDANT AND THIRD-PARTY PLAINTIFF, FOX
HILLS OWNERS ASSOCIATION'S, FIRST REQUEST FOR ADMISSIONS**

Plaintiff, Manitowoc Timeshare Management, LLC ("Manitowoc Timeshare"), by and through their attorneys, Menn Law Firm, Ltd., and as for a response to the First Request for Admissions of Defendant and Third-Party Plaintiff, Fox Hills Owners Association, Inc. ("Fox Hills"), state as follows:

REQUEST FOR ADMISSIONS

REQUEST NO. 1 Manitowoc Timeshare carried out a \$60,000 transfer from Fox Hills on or around December 23, 2023.

RESPONSE: Admit.

REQUEST NO. 2 The Assessments Manitowoc Timeshare chose not to collect from FH Resort Limited Partnership ("FHR") total over \$1,000,000.

RESPONSE: Deny.

REQUEST NO. 3 The management agreement entered into between Fox Hills and Manitowoc Timeshare required Manitowoc Timeshare to assess and collect assessments from unit owners.

RESPONSE: Admit that the management agreement speaks for itself, but deny that Manitowoc Timeshare was obligated to assess or collect assessments from FH Resort.

REQUEST NO. 4 The management agreement(s) entered into between Fox Hills and Manitowoc Timeshare do not expressly give Manitowoc Timeshare the ability to assess 4% interest on Fox Hills.

RESPONSE: Manitowoc Timeshare objects to this request because it is unclear as to what "assess 4% interest on Fox Hills" specifically refers to. Manitowoc Timeshare further objections on the basis that determining what the agreement "expressly" allows involves contract interpretation and legal conclusion, not a simple factual admission. Subject to that objection, Manitowoc Timeshare admits that the management agreement speaks for itself, and affirmatively states that it does not permit nor deny the imposition of interest.

REQUEST NO. 5 The management agreement(s) entered into between Fox Hills and Manitowoc Timeshare do not expressly give Manitowoc Timeshare the ability to assess 8% interest on Fox Hills.

RESPONSE: Manitowoc Timeshare objects to this request because it is unclear as to what "assess 8% interest on Fox Hills" specifically refers to. Manitowoc Timeshare further objections on the basis that determining what the agreement "expressly" allows involves contract

interpretation and legal conclusion, not a simple factual admission. Subject to that objection, Manitowoc Timeshare admits that the management agreement speaks for itself, and affirmatively states that it does not permit nor deny the imposition of interest.

REQUEST NO. 6 The management agreement(s) entered into between Fox Hills and Manitowoc Timeshare do not expressly give Manitowoc Timeshare the ability to assess 18% interest on Fox Hills.

RESPONSE: Manitowoc Timeshare objects to this request because it is unclear as to what “assess 18% interest on Fox Hills” specifically refers to. Manitowoc Timeshare further objections on the basis that determining what the agreement “expressly” allows involves contract interpretation and legal conclusion, not a simple factual admission. Subject to that objection, Manitowoc Timeshare admits that the management agreement speaks for itself, and affirmatively states that it does not permit nor deny the imposition of interest.

REQUEST NO. 7 The transfer of \$60,000 from the Association's bank account to Manitowoc Timeshare's account went toward interest allegedly owed by the Association to Manitowoc Timeshare.

RESPONSE: Admit that the \$60,000 was applied toward the accrued indebtedness due to Manitowoc Timeshare, pursuant to past practice.

Dated this 24th day of March, 2025.

MENN LAW FIRM, LTD.
Attorneys for the Plaintiff and Third-Party
Defendant

By: Electrically signed by William P. McKinley
William P. McKinley | SBN # 1072959
Patrick J. Coffey | SBN # 1023953

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I certify that on March 24, 2025, I served the within paper on other counsel of record via U.S. Mail and electronic mail pursuant to §801.14(2), Stats.

MENN LAW FIRM, LTD.

/s/ Julie Christianson

Julie Christianson