

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

In re:

Case No. 9:08-bk-04360-MGW

Ulrich Felix Anton Engler
Private Commercial Office, Inc.,
And PCO Client Management, Inc.,

Chapter 7
(Substantively Consolidated)

Debtors.

**AMENDED¹ JOINT MOTION FOR TURNOVER OF UNDISTRIBUTED BANKRUPTCY
ESTATE FUNDS FROM LAW FIRM OF URBAN THEIR FEDERER & CHINNERY, P.A.**

The Unsecured Creditors whose claims are reflected in the group of claims filed as part of proofs of claim numbered 69, 444 and 493 (the “Claimants” or “Claimant Group”), is a group of certain individual creditors² who own and hold claims filed on their behalf by Ulrich Messmer (“Messmer”) in the above-captioned bankruptcy case hereby files this *Motion for Turnover of Undistributed Bankruptcy Estate Funds*, against Urban Their Federer & Chinnery, P.A. (“Urban Firm”). This Motion for Turnover is joined by the Chapter 7 Trustee, Robert E. Tardif, Jr. In support, the Claimant Group states as follows:

PROCEDURAL AND FACTUAL BACKGROUND

1. On March 31, 2008 (the “Petition Date”), a group of creditors filed involuntary petitions for relief pursuant to Chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”) against Ulrich Felix Anton Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. (“Engler” and “PCO,” and “PCOM,” respectively, or collectively, the “Debtors”).

2. On April 29, 2008, this Court entered Orders for Relief against Engler and PCO.

¹ This Amended Motion is substantially the same with the addition of some English translations to the German Exhibits and to correct a scrivener’s error in the signature block.

² The individual creditors belonging to Group Claim Nos. 69, 444, and 493 total more than 2,000 creditors, who are individually listed in this Court’s orders relating to Group Claim Nos. 69, 444, and 493 (Docs. 1187, 1188, 1423, and 1424).

3. On April 30, 2008, Robert E. Tardif, Jr (the “Trustee”) was appointed and continues to serve as the permanent Chapter 7 Trustee for the Debtors’ substantively consolidated estate.

4. On June 24, 2008, this Court entered an order substantively consolidating the assets and liabilities of Engler’s and PCO’s bankruptcy estates.

5. On July 31, 2008, this Court issued a Notice establishing November 3, 2008 (the “Bar Date”) as the deadline for filing proofs of claims in the Debtors’ substantively consolidated estate (Doc. 72).

6. Ulrich Messmer (“Mesmer”) approached the individuals of the Claimant Group proposing to file their proofs of claims in the above-captioned bankruptcy case. Messmer also proposed that, as a success fee, he would retain 1% of each respective claimant’s allowed claim. An example of a letter to the individuals (the “Messmer Letter”) is attached as **Exhibit A** to this Motion.

7. To effectuate this, each individual member of the Claimant Group signed the Messmer Letter toward the end of January of 2008. Pursuant to the terms of this Messmer Letter, the individuals agreed to allow Messmer to forward each of their claim documents to his law firm in the United States in order to assert the Claimant Group’s individual claim for repayment under the promissory note: “[...] I authorize my broker to forward these documents to the law firm in the USA in order to assert my claim for repayment under the Promissory Note on my behalf.” (this is an English convenience translation of the original sentence in German³)

8. In another letter dated toward the end of January 2008 (the “Assignment”) – known to this Court – which for example was filed along with the proof of claim 69-1 Part 82 page 33 and is attached hereto as **Exhibit B** to this Motion, the individuals “assigned their legal rights” to Messmer in order to facilitate their ability to participate in the case (Docs. 1044 and 1048). Pursuant to the terms of this letter, the individuals “consented” to the recovery of funds “though the law firm located in Orlando, Florida, USA.”

³ The original sentence in German reads: “[...] bevollmächtige ich meinen Vermittler diese Unterlagen an die Anwaltskanzlei in den USA, weiter zu leiten um damit meine Rückzahlungsansprüche aus der Promissory Note, für mich geltend zu machen...”

9. On August 7, 2008, the Urban Firm, on behalf of the Claimant Group, filed Claim Number 69 – consisting of 2,303 individual claims – as an unsecured claim in the amount of \$55,559,317.88.

10. On October 31, 2008, the Urban Firm, on behalf of the Claimant Group, filed Claim Number 444 – consisting of 91 individual claims – as an unsecured claim in the amount of \$795,741.45.

11. On November 3, 2008, the Urban Firm, on behalf of the Claimant Group, filed Claim Number 493– consisting of 47 individual claims – as an unsecured claim in the amount of \$2,016,355.07.

12. On April 23, 2010, this Court entered an Order substantively consolidating the assets and liabilities of PCOM with and into Engler’s and PCO’s bankruptcy estates *nunc pro tunc* to March 31, 2008.

13. On October 21, 2014, the Trustee filed his Motion for Entry of an Order Approving Stipulation Partially Resolving Proof of Claim Number 64 Through 69, 443, 444 and 493 Filed in the Engler Bankruptcy Case and Proof of Claim Number 62 Through 67, 146, 147 and 151 Filed in the Private Commercial Office, Inc. Bankruptcy Case (Doc. 1044), seeking approval of a stipulation by and between the Trustee and HIMA AG, Mantel & Partner, Congro Finanz AG, Primus GmBH and Ullrich Messmer (the “Group Claim Stipulation”). The Group Claim Stipulation resolved certain of the Trustee’s objections to Claim Numbers 69, 444, and 493, including but not limited to: (i) the secured nature of the claim, (ii) the purported assignments related to the claim; and (iii) the duplicate nature of the claim with claims filed in the PCO bankruptcy case (Doc. 1044).

14. The Group Claim Stipulation also provided the individual claims above were filed as groups of claims “[...] on behalf of and for the benefit of the individual creditors holding the [...] individual claims included therein in order to facilitate their ability to participate in the case despite geographic and language barriers and in order to reduce the administrative burden and expense attendant thereto.” (Doc. 1044).

15. The Group Claim Stipulation further provided that “the individual creditors holding the [...] individual claims are the actual owners of their claims and are entitled to distribution from the

Debtor's estate subject only to any collection or contingency fee agreement which is valid and enforceable under applicable law." (Doc. 1044).

16. Paragraph 4 of the Group Claim Stipulation provides that "the Trustee shall object to the Group Claims on any appropriate grounds..." including those specified in the Group Claim Stipulation (Doc. 1044).

17. On November 6, 2014, this Court entered an Order Granting the Trustee's Motion For Entry Of An Order Approving Stipulation Partially Resolving Proof of Claim Number 64 Through 69, 443, 444, And 493 Filed In The Engler Bankruptcy Case And Proof of Claim Numbers 62 Through 67, 146, And 151 Filed In The Private Commercial Office, Inc. Bankruptcy Case (the "Order on Approval of Group Claim Stipulation") (Doc. 1048).

18. The Urban Firm filed additional papers regarding Claim Nos. 69, 444, and 439 on behalf of Messmer.

19. As part of effectuating the terms of the Group Claim Stipulation, the Trustee filed objections to Claim numbers 444, 493 and 69 seeking a reduction of the claims to the amount of the aggregate allowable claims of the individual investors (Doc. 1053, 1055, and 1056). In each of his motions, the Trustee attached an "Exhibit A" listing the individual claims that were subject to the Trustee's objection and recommended disposition of each individual claim underlying the Claim.

20. On October 15, 2015, this Court entered an *Order Sustaining Trustee's Objection to Claim of Ullrich Messmer (Claim Number 444) As To Certain Individual Investors*, by which each individual claim of the Claimant Group was allowed, disallowed, or allowed at a reduced amount in the manner set forth on Exhibit A of the Court's order. (Doc. 1187).

21. On October 15, 2015 this Court also entered an *Agreed Order Sustaining-In-Part and Overruling-In-Part Trustee's Objection to Claim of Ullrich Messmer (Claim Number 493) As To Certain Individual Investors* ("Court Order on Claim No. 493"), by which each individual claim of the Claimant Group was allowed, disallowed or allowed at a reduced amount in the manner set forth on Exhibit A of the court's order. (Doc. 1188).

22. On February 3, 2016, this Court entered an *Agreed Order (I) Sustaining-In-Part And Overruling-In-Part Trustee's Objection To Claim of Ullrich Messmer (Claim Number 69) As To Certain Individuals Investors*, by which each individual claim of the Claimant Group was allowed, disallowed, or allowed at a reduced amount in the manner set forth in Exhibit A of the Court's order. (Doc. 1423).

23. Also on February 3, 2016, this Court entered an *Order Sustaining Trustee's Objection to Claim of Ullrich Messmer (Claim Number 69) As To Certain Individual Investors*, by which each individual claim of the Claimant Group was allowed, disallowed, or allowed at a reduced amount in the manner set forth on Exhibit A of the Court's order. (Doc. 1424).

24. On July 19, 2017, the Trustee filed his Final Report (Doc. 1543).

25. According to the Trustee's Final Report, instead of making distributions to the actual holders of claims, the Trustee proposed a distribution of \$2,255,998.94 to Messmer on account of Claim No. 69; \$32,551.36 to Messmer on account of Claim No. 444, and \$90,770.89 to Messmer on account of Claim No. 493 (Doc. 1543).

26. On or about September 14, 2017, the Trustee issued a check payable to Ulrich Messmer in the amount of \$2,255,998.94 on account of Claim No. 69 in accordance with this Court's orders on Claim No 69 (Docs. 1423 and 1424).

27. On September 15, 2017, the Trustee issued a check payable to Ulrich Messmer in the amount of \$32,551.36 on account of Claim No. 444, and a check payable to Ulrich Messmer in the amount of \$90,770.89 on account of Claim No. 493, each in accordance with the Court's respective orders on Claim Nos. 444 and 493 (Docs. 1187 and 1188).

28. Upon receipt of the checks, but without the consent of the actual holders of claims, somehow the claim distributions checks made payable to Messmer were delivered to a lawyer named John L. Urban ("Urban"), the founding shareholder of the Urban Firm and the managing shareholder of its Orlando, Florida office.

29. Apparently, without seeking any relief from this Court or communicating with the 1,400-person Claimant Group, Urban deposited and redeemed the value of the checks, presumably by depositing the funds in an IOTA trust account.

30. Based on the Trustee's records, all three of the above-mentioned checks cleared the bankruptcy estate's account on or about November 14, 2017. Yet, the majority of the individuals of the Claimant Group have not received the distribution on their claim.

31. Instead, on February 1, 2018, Urban and the Urban Firm sent a letter to each of the individuals making up the Claimant Group, for the first time proposing an arrangement for representation. The February 1, 2018 letter was sent in German and a translated copy is attached as **Composite Exhibit C**.

32. In the February 1, 2018 letter, the Urban Firm asserted that the purpose of the "original mandate" was to recover the monies invested in the Debtor's Ponzi scheme, and that the Urban Firm was initially successful in the garnishment of the accounts used in the Ponzi scheme.

33. In actuality, the garnishment action, to which Urban refers, is the action to garnish funds from the JP Morgan Chase account, which was filed on October 26, 2007 by Urban on behalf of a group of creditors known as Primus and Congro (later designated in the above-captioned bankruptcy case as Claim nos. 63, 66, 67, 68, and 443). A judgment allowing the garnishment was rendered on November 28, 2007 and the garnished funds were returned to the Debtor's bankruptcy estate.

34. It certainly appears, there was no contingency fee agreement between the Urban Firm and the members of the Claimant Group as of the execution of the Group Claim Stipulation. In fact, it appears the Urban Firm had no attorney client relationship with anyone in the Claimant Group.

35. Additionally, according to the February 1, 2018 letter, after the Trustee's distribution to the Claimant Group and after Urban somehow got his hands on the checks from the Trustee, the Urban Firm proposed a 3.5% "success fee" of each claimant's claim, i.e. "one half of the distribution amount"⁴.

⁴ This is an English translation of the original wording in German, see page 2 of Composite Exhibit C: "*die Hälfte der Auszahlungssumme*"

36. The Urban Firm proposed this “success fee” in reference to the activities associated with recovering the monies invested in the Debtor’s Ponzi scheme and the aforementioned garnishment action.

37. Urban’s problem is that the Trustee recovered the funds and made the distributions to the Claimant Group, not Urban.

38. In essence, the Urban Firm wanted a 50% fee to release the monies that the Trustee intended to deliver to the Claimant Group simply for providing the “service” of cutting them a check, a service never requested by the Claimant Group.

39. Furthermore, the Urban Firm wrongly threatened that, in the event any individual claimant did not sign the February 1, 2018 letter, the monies would be unclaimed and “revert to the treasury,” and writes that “[i]n U.S. insolvency proceedings, unclaimed monies ultimately revert to the treasury.”⁵

40. Urban and the Urban Firm stated in the February 1, 2018 letter that the only way for the individuals to receive their court-allowed distribution was by accepting the proposed 50% fee arrangement with the Urban Firm.

41. What the Urban Firm omitted from its solicitation to the Creditor Group was that it came into possession of the funds, intended for the members of the Creditor Group, under less-than-direct circumstances, and that the Urban Firm had no legal right to hold their distributions hostage.

42. The majority of the individuals of the Claimant Group have not responded to the Urban Firm’s February 1, 2018 proposal.

43. The Urban Firm again sent a similar letter on March 26, 2018 to the individuals in the Claimant Group. In the March 26, 2018 letter, the Urban Firm again threatened that, in the event the individual claimant did not sign the “fee agreement,” the monies would be unclaimed and “revert to the treasury.” This letter is also included in **Exhibit D**⁶ of this Motion.

⁵ This is an English translation of the original German sentence, see page 2 of Composite Exhibit C: “*Unbeanspruchte Gelder in einem US-Insolvenzverfahren fallen schlussendlich der Staatskasse zu*”

⁶ Upon information and belief, the content of the letter dated March 26, 2018 is substantially the same as the letter dated February 1, 2018.

44. In addition to the above letters, the Urban Firm has continued to attempt to contact the individuals of the Claimant Group. For example, one individual of the Claimant Group notified the undersigned German counsel that he received another letter from the Urban Firm dated June 11, 2018, in which the Urban Firm requested information from the individual claimant so that the Urban Firm could correspond about the distributions to be made in the above-styled bankruptcy case. The Urban Firm also informed this individual claimant that it legally represented the interests of the other investors in the above-styled bankruptcy case. The June 11, 2018 letter is attached as part of **Composite Exhibit E** to this motion along with a translated copy.

45. The individuals making up the Claimant Group do not, after the fact, consent to representation or the fee recently proposed by the Urban Firm in the manner proposed in their letters dated February 1, 2018 and March 26 2018.

46. Consistent with this Court's respective orders on Claim Nos. 444, 493 and 69, each individual making up the Claimant Group is allowed the distribution on their claim without being subject to the fee agreement proposed by either the Urban Firm or Urban in the various letters described above.

47. Several individuals of the Claimant Group contacted the undersigned counsel, via German counsel, after receiving the aforementioned letters from Mr. Urban and the Urban Firm in order for the undersigned counsel to represent their interests in the distribution that still remains due and owing and to facilitate properly distributing the funds pursuant the Trustee's Final Report and prior orders of this Court. A list of the individuals represented by the undersigned counsel in this matter is attached as **Exhibit F**. The number of the individuals that the undersigned counsel represents within the Claimant Group is expected to increase after this Motion is filed and as these issues are heard and considered by this Court.

48. The Urban Firm's letters wrongly threaten that the funds will not be distributed and will "revert to the treasury" unless there recent contingency retainer letter is signed.

49. The members of the Claimant Group are concerned that that the Urban Firm may continue to send letters similar to those dated February 1, 2018, March 26, 2018, and June 11, 2018,

harassing and further threatening the members of the Claimant Group into signing the Urban Firm's letter, and paying what is essentially a 50% contingency fee. Such tactics are not consistent with the Bankruptcy Code, the Bankruptcy Rules, or the Rules Regulating the Florida Bar.

40. The Claimant Group creditors are also concerned that the Urban Firm will continue to withhold the undistributed funds of the bankruptcy estate or dispose of the undistributed funds of the bankruptcy estate unless the individuals of the Claimant Group agree to the 50% fee arrangement demanded. These tactics border on, if not cross the line into, extortion.

LEGAL ARGUMENT & CITATION TO AUTHORITY

- I. This Court has the power to order direct the Urban Firm to return all funds relating to Claim Nos. 69, 444, and 493 to the Trustee, pursuant to Sections 105, 541, and 542 of the Bankruptcy Code and, alternatively, sections 543, 704, 726 and Bankruptcy Rule 3009, because such relief is necessary and appropriate to carry out the distribution mandate of, and to safeguard property of the estate and ensure turnover and distribution of funds consistent with the provisions of the Bankruptcy Code.**

Section 105(a) of the Bankruptcy Code provides that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” “It is well established that the power to issue “any order” under §105(a) includes the power to enter injunctions that are necessary to carry out the provisions of the Bankruptcy Code.” *Altman v. Davis & Dingle Family Dentistry (In re EZ Pay Services, Inc.)*, 389 B.R. 751, 756 (Bankr. M.D. Fla. 2007)(citations omitted).

Section 541(a) provides the Debtors' estate is comprised of “all of the following property, wherever located and by whomever held” as enumerated in sections 541(a)(1)-(7).

Section 542(a) provides, in pertinent part, that “an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may sell, use, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value.”

Section 543(a) further provides that “a custodian with knowledge of the commencement of a case under this title concerning the debtor may not make any disbursement from, or take any action in the administration of, property of the debtor, proceeds, product, offspring, rents, or profits of such property, or property of the estate, in the possession, custody, or control of such custodian [...]” Section 543(b) provides that the custodian “shall deliver to the trustee any property of the debtor held by or transferred to such custodian [...] that is in such custodian’s possession, custody or control [...] and file and accounting of any property of the debtor [...] that at any time, came into the possession, custody, or control of such custodian.”

Here, until such time as the funds distributed to the Claimant Group is actually delivered to the creditors comprising that group pursuant to the distribution orders of this Court, the funds remain property of the bankruptcy estate. Indeed, Judge Briskman found in *In re Rush Hampton Industries, Inc.*, that the Bankruptcy Court “has the duty to protect the original claimant’s property interest” by making sure that funds are disbursed to their true owner. 379 B.R. 192, 193 (Bkrcty. M.D.Fla. 2007). While the *Rush Hampton* case involved distribution of unclaimed funds that were delivered to the registry of the Court by a Chapter 7 Trustee after final distribution, the underlying purpose and theory remains the same— “[t]he rightful owners of those funds are the holders of the proofs of claim on account of which the Trustee made the distribution.” *Id.* at 194.

A. Despite distribution by the Trustee, the funds withheld by the Urban Firm remain property of the estate consistent with Section 541 of the Bankruptcy Code.

The funds wrongfully withheld by the Urban Firm constitute property of the bankruptcy estate within the meaning of section 541 of the Bankruptcy Code, until such time as the funds are delivered to the holders of the proofs of claim on account of which the Trustee made distribution. Because the distributions intended for the Claimant Group for claim nos. 69, 444, and 493 pursuant to the terms of the Group Stipulation—which distributions were issued by the Trustee to Messmer, who then endorsed them to the Urban Firm without consent—were never delivered to the Claimant Group, the funds remain property of the bankruptcy estate.

Based on the terms of the Group Stipulation, each creditor comprising the Claimant Group is entitled to a distribution on their claim, “subject only to any collection or contingency fee agreement which is valid and enforceable under applicable law.” At the time the checks were issued by the Trustee, there were no valid and enforceable collection or contingency fee agreements between such creditors and the Urban Firm. The creditors making up the Claimant Group did not have a valid and enforceable collection or contingency fee agreement with the Urban Firm or Mr. Urban and a large number of the members of the Claimant Group do not want to engage either the Urban Firm or Mr. Urban to play any role in their claim distribution.

The distribution of such funds is also subject to the terms set out in the Group Stipulation, which was approved by this Court. Since the funds have not been distributed according to the terms of the Group Stipulation, the funds remain due and owing to the creditors comprising the Claimant Group. But for the Urban Firm’s unauthorized endorsement of the checks, the funds would have been available for distribution to each individual claimant as contemplated by this Court’s orders. Accordingly, the creditors comprising the Claimant Group are entitled to an order of this Court directing the Urban Firm to immediately turnover all funds to the Trustee for distribution to the creditors.

B. The Urban Firm's withholding of property of the bankruptcy estate prevents this Court's orders from being implemented, violates the Bankruptcy Code's distribution scheme and inappropriately allows a member of the Florida Bar to extort foreign creditors into executing a contingency fee agreement after the Trustee thought he made a distribution to the creditors comprising the Claimant Group.

As set forth above, the payment of these funds is subject to the terms of the Group Claim Stipulation, which this Court approved. The parties to the Group Claim Stipulation acknowledge that each claimant of the Claimant Group, among others, is "the actual owner[s] of their claims and are entitled to distributions from the Debtors' estate subject only to any collection or contingency fee agreement which is valid and enforceable under applicable law." The Messmer Letter is not a valid and enforceable collection or contingency fee agreement at the time of the Trustee's intended distribution, because Messmer never intended to represent the interests of the Claimant Group in the distribution of their claims, rather he only intended to serve as a single claimant for the record to facilitate the participation in the case. This was communicated by Messmer himself by way of e-mail dated January 23, 2018 and is attached as **Exhibit G**. The relevant sentence in Messmer's e-mail, translated into English, reads: "first of all, it says that I was put in place on a 'fiduciary basis.' This meant that I would solely appear as a plaintiff in the legal proceedings and later as a claimant in the bankruptcy proceedings in place of the respective investor. The purpose was – as you know – so that 2000 claimants did not appear, rather only 1 claimant."⁷

In this e-mail, Messmer refers to an attached "payment form" – in German: "*Auszahlungsformular*" – which is the same document as the Messmer Letter attached as **Exhibit A** to this motion. Furthermore, in his e-mail, Messmer claims that Urban has a direct mandate with each of the individuals in the Claimant Group. The relevant sentence reads: "Further, each individual investor

⁷ This is an English translation of the original sentence in German, see page 2 of Exhibit G: "*Darin steht zunächst, daß ich ‚treuhänderisch‘ eingesetzt wurde. Gemeint war damit, daß ich lediglich als Kläger im Klagverfahren und später dann als Anspruchsteller im Insolvenzverfahren anstelle des jeweiligen Anlegers aufgetreten bin. Hintergrund war – wie sie wissen –, daß dann nicht über 2000 Anspruchsteller auftreten sondern nur 1 Anspruchsteller.*"

instructed his broker to forward his documents to the ‘law firm in the USA’ so that they can assert the investor’s claim for repayment [...] Thus, each individual investor has already **directly** instructed Urban in 2007/2008 to assert his proof of claim. The instruction of Urban includes not only the assertion the claim of repayment but also the repayment itself. If Urban’s law firm would like to now reach a fee agreement with the respective investors, then that is an issue between Urban’s law firm and the respective investor.”⁸ This contradicts any indication that any valid fee arrangement exists with the individual investors. If it were the case that each individual claimant already had a direct mandate with the Urban Firm, then there now would be no need to reach a new fee agreement with the individual claimants.

This is also contrary to the letters from the Urban Firm and the Messmer Letter and the Assignment. Each of the Urban Firm’s letters contain language reflecting that no fee or contingency agreement had been entered into with the individual creditors comprising the Claimant Group (see for example, in the translated letter attached in **Composite Exhibit C**: “[o]ur law firm has directly concluded representation agreements with hundreds of **other** [emphasis added] Engler investors who are in a similar situation”), which is why the Urban Firm is now sending letters asking the individuals to agree to representation. The representative creditors of the Claimant Group do not know Mr. Urban or the Urban Firm and the vast majority of them certainly have not hired Mr. Urban or the Urban Firm (post-distribution) to represent their interests in this case.

Since no valid and enforceable fee or collection agreements exist between the creditors of the Claimant Group and the Urban Firm, neither Urban nor the Urban Firm are entitled to possess or withhold the funds or to mislead the Claimant Group into signing a fee or collection agreement. The creditors comprising the Claimant Group do not consent the fee agreement stated in the Urban Firm letters. Thus, the Urban Firm must turn over all of the withheld funds in full to the Trustee to allow distribution

⁸ This is an English translation of the original sentence in German, see page 2 of Exhibit G: “*Weiter hat jeder einzelne Anleger seinen Vermittler beauftragt, seine Unterlagen an die ‚Anwaltskanzlei in den USA‘ weiterzuleiten, damit diese die Rückzahlungsansprüche für den Anleger geltend macht [...] Damit hat jeder einzelne Anleger die Kanzlei Urban bereits 2007/2008 **direkt** mit der Geltendmachung seines Rückzahlungsanspruchs beauftragt. Die Beauftragung der Kanzlei Urban umfasst nicht nur die Geltendmachung des Rückzahlungsanspruchs sondern auch die Rückzahlung selbst. Sofern die Kanzlei Urban nun mit dem jeweiligen Anleger eine Honorarvereinbarung treffen möchte, dann ist das Sache der Kanzlei Urban und des jeweiligen Anlegers*”

pursuant to this Court's orders to the rightful owners of the funds— the holders of the proofs of claim on account of which the Trustee made the distribution.

C. The Claimant Group members are seeking to collectively recover the distributed funds that are being withheld by the Urban Firm.

The repeated letters from Urban Firm contain incorrect and misleading information, such that some of the individuals of the Claimant Group may be led to believe that the distributions, to which they are unconditionally entitled, will be lost if they do not sign the Urban Firm's retainer letters. Furthermore, the letters contain misleading information that wrongly create the impression that the Urban Firm is now entitled to recover from the Claimant Group the cost for activities performed in connection with the garnishment pursued on behalf of the Primus and Congro claimant groups.

Even if the Urban Firm and Mr. Urban were hired directly by the individuals of the Claimant Group, the Urban Firm and Mr. Urban are simply not entitled to recover from the Claimant Group for work performed on behalf of others. Furthermore, the Urban Firm and Mr. Urban cannot now demand a 50% contingency fee as a condition to release the distributions being wrongfully withheld from the Claimant Group. If the Urban Firm were permitted to retain the funds and continue to communicate with the individuals of the Claimant Group, the Bankruptcy Code's property of the estate, turnover, and distribution provisions would be undermined. Furthermore, given that the individual creditors' claims were dealt with as a group of claims throughout the bankruptcy case, this Court's ability to order effective relief to individual creditors comprising the Claimant Group would be impaired if creditors comprising Claimant Group were required to hire the Urban Firm as a condition to receiving their statutory distribution.

If the Court does not order the Urban Firm Mr. Urban to return the funds to the Trustee, the Court will be deprived of its ability to award effective relief to the individual creditors of the Claimant Group and the Urban Firm will continue to hold the funds hostage until the individuals of the Claimant Group accept the Urban Firm's terms of representation.

RELIEF REQUESTED

The Urban Firm and Urban must turn over the withheld funds to the Trustee pursuant to Section 542 or 543 of the Bankruptcy Code. Three checks relating to Claim Nos. 69, 444, and 493 issued by the Trustee and payable to Messmer were, without authorization or justification, forwarded by Messmer to the Urban Firm, who deposited and is wrongfully withholding the distributions intended for the creditors comprising the Claimant Group. The checks are believed to have cleared the Trustee's account on or about November 14, 2017.

Since then, Mr. Urban and the Urban Firm have converted such property of the estate to their own use. After all, they did not have an attorney client relationship with the creditors comprising the Claimant Group (certainly not a contingency fee arrangement), and did not have any consent to hold such distributions in trust for the creditors. As of the date of this motion, the above-styled bankruptcy case is still open. The Urban Firm and Mr. Urban are therefore in possession, custody, or control of property of the estate that the Trustee may administer for the benefit of the rightful owners—the holders of the proofs of claim on account of which the Trustee made the distribution.

In the alternative, the Urban Firm and Mr. Urban are custodians within the meaning of Section 543 of the Bankruptcy Code, and should return the withheld funds to the Trustee. Throughout the above-styled bankruptcy case, the Urban Firm was aware of the existence of the Creditor Group and the rights of the individual creditors. In short, they knew too much to have been mistaken about their ability to seize property of the estate and hold it hostage until the creditors were coerced into giving the Urban Firm a 50% contingency before releasing the distributions to the creditors. As such, the Urban Firm and Mr. Urban should be directed to return the wrongfully withheld funds to the Trustee, and provide and accounting for such funds.

WHEREFORE, the Trustee and the Claimant Group respectfully request this Court to enter an Order (a) finding that the distributions due the creditors of the Claimant Group constitute property of the estate pursuant to Section 541 of the Bankruptcy Code, (b) directing that the Urban Firm turn over to the Trustee all funds received from the Trustee on account of the distribution to the Claimant Group; and (c) granting such other and further relief as the Court may deem necessary and proper.

DATED: June 28, 2018

Respectfully submitted,

SHUMAKER, LOOP & KENDRICK, LLP

By: /s/ Steven M. Berman

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Robert F. Elgidely, Esq.
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****Filer's Attestation: Pursuant to Local Rule
1001-2(e)(3) regarding signatures, Steven M.
Berman attests that concurrence in the filing of this
paper has been obtained*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Joint Motion for Turnover of Undistributed Bankruptcy Estate Funds from Law Firm of Urban Thier Federer & Chinnery, P.A.* has been furnished to all creditors and/or interested parties registered on the Court's CM/ECF System and via US Mail to: **John L. Urban, Esq.**, Urban Thier Federer & Chinnery P.A., 200 S Orange Avenue, Suite 2000, Orlando, FL 32801 in accordance with the Order Granting Trustee's Motion To Establish Certain Notice, Case Management And Administrative Procedures (Doc. 451), on the 28th day of June, 2018. The foregoing was not posted on the website "englerbk.com" as the website is no longer valid.

By: /s/ Steven M Berman
Steven M Berman, Esq.
Florida Bar No. 856290

By: /s/ Robert F. Elgidely
Robert F. Elgidely, Esq.
Florida Bar No. 111856

Exhibit A

AUSZAHLUNGSFORMULAR

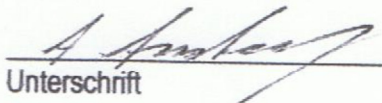
Mr. / Mrs. Andreas Amstutz

Strasse Ebenholz

PLZ/Ort 9545 Wängi

Mit meiner Unterschrift erkläre ich mein unwiderrufliches Einverständnis, dass bei erfolgreicher Rückabwicklung der treuhändlerisch eingesetzte Anwalt RA Ullrich Messmer von dem mir zu überweisenden Betrag 1% für seine Kosten in Abzug bringen darf.

Wängi, 30. Januar 2008
Ort, Datum


Unterschrift

Mit obiger Unterschrift bevollmächtige ich meinen Vermittler diese Unterlagen an die Anwaltskanzlei, in den USA, weiter zu leiten um damit meine Rückzahlungsansprüche aus der Promissory Note, für mich geltend zu machen.

Rückzahlung bitte auf dieses Konto:

Konto Inhaber	Amstutz Andreas	
Bank	Raiffeisenbank	BLZ: 81416
Anschrift	Aadorferstrasse 1 / 9545 Wängi	
Swift-Code:	RAIFCH22	
IBAN	CH39 8141 6000 0010 1475 9	
Konto Nr.	10147.59	

Bitte pro Vertrag jeweils ein separates Auszahlungsformular anheften!

DISBURSEMENT FORM

Mr/Mrs Andreas Amstutz

Street Ebenholz

Postcode/Town 9545 Wängi

By my signature, I declare my irrevocable agreement that in the event of a successful reverse transaction the lawyer Ullrich Messmer, who has been employed in a fiduciary capacity, may deduct 1% of the amount to be transferred to me for his costs.

Wängi, 30 January 2008
Place, date

_____ [signed]
Signature

By means of the above signature, I authorise my agent to forward these documents to the lawyer's office in the USA in order thus to assert for me my repayment claims arising from the promissory note.

Please effect repayment to this account:

Account holder	Amstutz Andreas		
Bank	Raiffeisenbank	Sort code:	81416
Address	Aadorferstrasse 1 / 9545 Wängi		
Swift code	RAIFCH22		
IBAN	CH39 8141 6000 0010 1475 9		
Account No	10147.59		

Please attach a separate disbursement form for each contract!

Exhibit B

ABTRETUNG

Ich, *Eva u. Rüdiger Vetter, Von Humboldtstr. 7, 68753 Waghäusel* trete hiermit meine gesetzlichen Rechte an der Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. ab, um gerichtliche Schritte zu verfolgen und Gelder wiederzuerlangen, die von mir an Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. übertragen wurden oder für mich von Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. gehalten werden. Ich stimme zu, dass **Michael Clement**, durch den RA Ullrich Messmer rechtliche Schritte gegen Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. in Florida und anderenorts verfolgt, um die oben genannten Gelder durch die Anwaltskanzlei die sich in Orlando, Florida, USA befindet, wiederzuerlangen.

Ich gebe unter Strafandrohung bei Meineid gemäß der Gesetze der Vereinigten Staaten von Amerika an, dass ich die vorhergehende Erklärung unter Eid gemäß 28 U.S.C. § 1746 und § 92.525, Fla. Stat. gelesen habe, und das die hierin angegebenen Fakten wahr sind. Sollte das Mandat enden, ohne Rückzahlung der Gelder, werden die gesetzlichen Rechte, jedes Vollmacht gebenden, automatisch zurückgegeben an den Vollmachtsgeber.

Rechtskräftig am **29.01.2008**

ASSIGNMENT

I, *Eva u. Rüdiger Vetter, Von Humboldtstr. 7, 68753 Waghäusel* hereby assign my legal rights as to Private Commercial Office, Inc., Ulrich Engler and/or PCO Client Management, Inc., to pursue legal action and to recover funds transferred by me to, or held for me by, Private Commercial Office, Inc., Ulrich Engler and/or PCO Client Management, Inc. I consent that **Michael Clement** through RA Ullrich Messmer pursuing legal action against Private Commercial Office, Inc., Ulrich Engler and/or PCO Client Management, Inc., in Florida, and elsewhere, to recover the above funds through the law firm, located in Orlando, Florida, USA.

I declare under penalty of perjury under the laws of the United States of America that I have read the foregoing sworn statement pursuant to 28 U.S.C. § 1746 and § 92.525, Fla.Stat., and that the facts stated in it are true. Should the assignment end without recover the investments, the legal rights of every assignment will automatically go back to the assignee.

Effective **29.01.2008**

Eva Vetter

Eva Vetter

Nelke

M. C. F.
Vermittler bzw. Geschäftsbesorgungs-
vertragshalter

ABTRETUNG

Ich, Vetter Steffen , wohnhaft in Von Humboldtstr. 5 68753 Waghaeusel, trete hiermit meine gesetzlichen Rechte an der Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. ab, um gerichtliche Schritte zu verfolgen und Gelder wiederzuerlangen, die von mir an Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. übertragen wurden oder für mich von Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. gehalten werden. Ich stimme zu, dass **Michael Clement**, durch den RA Ullrich Messmer rechtliche Schritte gegen Private Commercial Office, Inc., Ulrich Engler und/oder PCO Client Management, Inc. in Florida und anderenorts verfolgt, um die oben genannten Gelder durch die Anwaltskanzlei die sich in Orlando, Florida, USA befindet, wiederzuerlangen.

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Rechtskräftig am **29.01.2008**

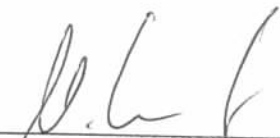
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Effective **29.01.2008**


Vetter Steffen


Vermittler. bzw. Geschäftsbesorgungs-
vertragshalter

Composite Exhibit C

URBAN THIER & FEDERER, P.A.

CALIFORNIA · CONNECTICUT · FLORIDA · GEORGIA · NEW YORK · TEXAS
GERMANY · UNITED KINGDOM

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www.urbanthier.com
info@urbanthier.com

Respond to Orlando Office

1 Februar 2018

Engler/PCO Insolvenzverfahren

Sehr geehrte/r Investor/in,

In der Sache Ulrich Engler und Private Commercial Office, Inc. ("Engler/PCO"), hatten Sie vor ca. zehn Jahren den Rechtsanwalt Ullrich Messmer damit beauftragt, rechtliche Schritte gegen Engler/PCO zu verfolgen. Herr Messmer wiederum hat unsere Kanzlei beauftragt, Ihre Rechte geltend zu machen.

Der ursprüngliche Vertretungsauftrag war, eine Klage vor einem US-Gericht zu erheben und in dieser die investierten Gelder zurück zu verlangen. Es ist uns zunächst gelungen, einen Teil des Geldes durch Verfolgung der Geldströme ausfindig zu machen und es durch Gerichtsbeschlüsse beschlagnahmen zu lassen.

Dann wurde allerdings das Insolvenzverfahren über Herrn Engler persönlich sowie die mit ihm verbundenen Firmen eröffnet. Der Insolvenzverwalter hat sich daraufhin die von uns vereinnahmten Gelder zur Insolvenzmasse auszahlen lassen. Unsere Kanzlei hatte seinerzeit Ihren Anspruch zur Insolvenztabelle bei dem zuständigen Insolvenzgericht in Florida angemeldet. Wir haben über die Jahre hinweg einen Großteil der Engler Geschädigten vertreten (darunter auch Investoren der Messmer Gruppe) und hierbei Ihre Rechte dem Insolvenzverwalter gegenüber geltend gemacht, um einen maximalen Anspruchsbetrag für Sie zu erlangen. Der Arbeitsumfang über die Jahre war ganz erheblich.

Das Insolvenzverfahren

Das Insolvenzgericht hat nach langer Prüfung eine Gesamtsumme aller Forderungen in Höhe auf \$104,645,241.34 anerkannt. Eine Gesamtsumme von \$7,450,982.91 wird an die Gläubiger ausgezahlt werden. In einem nächsten Schritt soll nun die Auszahlung der Gelder an Gläubiger erfolgen. Jedem Gläubiger steht nun grundsätzlich ein Betrag von ca. 7% der investierten Nettosumme zu, soweit diese vom Gericht anerkannt wurde.

Wegen des enorm hohen anstehenden Aufwands in der Sache ist Herr Messmer nicht mehr in der Lage, die Investoren in dieser Sache weiter zu vertreten. Aufgrund der langjährigen Zusammenarbeit in der Sache hat Herr Messmer uns gebeten, Ihnen anzubieten, dass wir Sie direkt vertreten. Er wird also in der weiteren Bearbeitung der Sache nicht mehr tätig sein und seine Vertretung ist beendet.

California

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Fax: (832) 916-2857
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Rechtsanwälte

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Fax: +49 89 173 002 20
info@urbanthier.de

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Tel: +44 20 3744 0564
Fax: +44 20 3744 0565
info@urbanthier.com

URBAN THIER & FEDERER, P.A.

Um das Insolvenzverfahren fortzuführen, und bald zu einem für Sie günstigen Ende zu bringen, bieten wir an, mit Ihnen eine direkte Vertretungsvereinbarung abzuschließen. Unser Ziel ist es, nach Abzug des mit Ihnen vereinbarte Honorar, den Restbetrag, direkt an das von Ihnen genannte Konto zu überweisen.

Vertretungsvereinbarung

Der Umfang der rechtlichen Vertretung vor dem Insolvenzgericht und gegenüber dem Insolvenzverwalter und den Investoren ist ganz erheblich.

Unsere Kanzlei hat Vertretungsvereinbarungen mit Hunderten von anderen Engler Investoren, die in ähnlicher Lage sind, direkt abgeschlossen. In diesen Vertretungsvereinbarungen haben wir ein Erfolgshonorar in Höhe von 5% des vom Insolvenzgericht anerkannten Investmentbetrags vereinbart. Da das Gericht aber eine geringer als erwartet ausgefallene Quote von ca. 7% (wie im oben dargestellt) festgelegt hat, hätte diese Vereinbarung dazu geführt, dass unsere Kanzlei 5% des vom Insolvenzgericht anerkannten Investmentbetrags als Erfolgshonorar von der Auszahlung erhalten hätte und den Mandanten lediglich ca. 2% verblieben wären. Wir haben daher unser Erfolgshonorar von 5% auf ca. 3,5% (die Hälfte der Auszahlungssumme) zu Gunsten unserer Mandanten reduziert. Dieses Angebot haben bisher nahezu 100% unserer Mandanten als eine angemessene Lösung empfunden und angenommen. Wir bieten dieses hiermit auch Ihnen an. Wenn Sie unserem Angebot zustimmen, wird das Honorar alle Anwaltskosten, die über die letzten ca. zehn Jahre für die Arbeit und Leistung von Herrn Messmer, unserer Kanzlei und allen anderen, die für Ihren Geldanspruch Arbeit geleistet haben, einbeziehen.

Sollten Sie wünschen, dass wir Sie vertreten und die Sache für Sie zu Ende bringen, so bitten wir Sie, Seite 3 dieses Schreibens auszufüllen und zu unterschreiben. Sie können diese Seite uns als pdf Datei per E-Mail an PCOBK@urbanthier.com oder per Telefax an 001-407-245-8361 zurücksenden. Sie können diese Seiten auch über den Postweg an unser Orlando, Florida, USA, Büro senden:

Urban Thier & Federer, P.A.
Attn.: Mr. John L. Urban, Esq.
5782A S. Semoran Blvd.
Orlando, FL 32822
USA

Es steht Ihnen natürlich auch frei, unsere beigelegte Honorarvereinbarung nicht zu unterschreiben. In diesem Fall wären Sie nicht mehr in dieser Sache vertreten, weder von Herrn Messmer noch von unserer Kanzlei. Unbeanspruchte Gelder in einem US-Insolvenzverfahren fallen schlussendlich der Staatskasse zu.

Hinweise:

Bitte richten Sie keine Anfragen an die mit uns kooperierende deutsche Kanzlei Urban Thier & Federer Rechtsanwälte in München bzw. Aachen. Diese ist nicht in diese Sache involviert und kann keinerlei Auskünfte geben. Kopie geht an Herr Ullrich Messmer.

URBAN THIER & FEDERER, P.A.

Sobald wir die von Ihnen unterschriebene Honorarvereinbarung erhalten haben, werden wir das Verfahren für Sie fortführen.

Wenn Sie wünschen, dass wir Sie zu den oben genannten Bedingungen vertreten, bitten wir Sie, uns ihre derzeitige postalische Adresse sowie E-Mail-Adresse und Telefonnummer mitzuteilen.

Ich bin einverstanden, dass die Kanzlei Urban Thier & Federer P.A. mich auf der Basis eines reduzierten Erfolgshonorars in Höhe von der Hälfte meiner vom Insolvenzgericht genehmigte anteilige Auszahlungssumme – wie in dem Konkursverfahren in Florida/USA genehmigt - die Sache für mich zu Ende bringt. Dieses Honorar deckt alle Anwaltskosten, die über die letzten ca. zehn Jahre für die Arbeit und Leistung von Herrn Messmer, die Kanzlei Urban Thier & Federer, P.A. und anderen Drittparteien, die für meinen Geldanspruch Arbeit geleistet haben.

Mein vollständiger Name lautet (bitte leserlich) _____,

Meine derzeitige postalische Anschrift ist _____.

Meine Email Adresse lautet: _____,


Meine Telefonnummer lautet: _____.

Mein ursprünglicher netto Anlagebetrag (soweit mir bekannt), ohne thesaurierte Zinsen oder Gewinne ist \$ _____.

Bitte unterzeichnen Sie unten rechts. Wenn Sie die Informationen auf dieser Seite ausgefüllt und unterschrieben haben, dann scannen Sie diese Seite bitte ein und senden Sie sie an PCOBK@urbanthier.com, mit Ihrem vollständigen Namen in der Referenzzeile.

Wenn wir von Ihnen nicht innerhalb von 30 Tagen ab dem Datum dieses Briefes hören, gehen wir davon aus, dass Sie nicht wünschen, dass wir Sie vertreten.

Mit freundlichen Grüßen



Unterschrift

John L. Urban, Esq.
Attorney at Law

Urban Thier & Federer, P.A

Respond to Orlando Office

1 February 2018

Engler/PCO insolvency proceedings



Dear investor,

Approximately 10 years ago, you engaged the attorney Ullrich Messmer to take legal action against Ulrich Engler and Private Commercial Office, Inc. Mr Messmer then engaged our law firm to assert your rights.

The original mandate of representation was to bring suit before a U.S. court demanding the return of the invested monies. Initially, we succeeded in tracking down some of the money by tracing the cash flows, following which we had it seized by court orders.

However, insolvency proceedings were then commenced in respect of Mr Engler personally and companies connected to him. As a result, the insolvency administrator ordered that the money that we had collected be paid over to the insolvency estate. At that time, our law firm filed your claim in the insolvency schedule with the responsible insolvency court. Over the years, we have represented many of the parties who have suffered damage from Engler (including investors in the Messmer group), and in this regard we also notified the insolvency administrator of the assertion of your rights in order to obtain the largest possible claim amount for you. The scope of the work over the years has been considerable.

Insolvency proceedings

After extensive verification, the insolvency court accepted claims totalling \$104,645,241.34. The amount of \$7,450,982.91 will be distributed to creditors. As a next step, the monies are now to be distributed to creditors. In general, each creditor is entitled to approximately 7% of the net invested amount, insofar as this was accepted by the court.

Because of the enormous effort soon to be required in the matter, Mr Messmer is no longer able to continue to represent the investors in this matter. Having collaborated with us in the matter for many years, Mr Messmer asked us to offer to represent you directly. In other words, he will no longer be involved in the further handling of the matter, and his representation has ended.

In order to continue the insolvency proceedings and quickly bring them to an end with an outcome that is favourable to you, we propose concluding a direct representation agreement with you. Our objective is to arrange for transfer of the money directly to the account that you had specified, after deduction of the fee agreed upon with you.

Representation agreement

The scope of the legal representation before the insolvency court, as well as our interaction with the insolvency administrator and the investors, is considerable.

Our law firm has directly concluded representation agreements with hundreds of other Engler investors who are in a similar situation. In those representation agreements, we agreed on a success fee of 5% of the investment amount accepted by the insolvency court. But since the court has stipulated a share of

approximately 7% (as described above), which is smaller than expected, this agreement would have meant that our firm would receive a success fee of 5% of the investment amount accepted by the insolvency court while the client would receive only about 2% of that amount. Therefore, we have reduced our success fee from 5% to approximately 3.5% (one half of the distribution amount) for the benefit of our clients. Nearly all of our clients have found this to be a reasonable solution and have accepted the offer. We would also like to make you the same offer. If you accept our offer, the fee will cover all attorney costs incurred over approximately the past ten years for the work and services of Mr Messmer and our law firm, as well as by all others who have performed work for your monetary claim.

If you would like us to represent you and bring the matter to an end for you, we kindly ask that you complete page 3 of this letter and then sign it. You can return this page to us as a pdf file by email to PCOBK@urbanthier.com or by fax to 001-407-245-8361. You can also send it by regular mail to our offices in Orlando, Florida in the U.S.:

Urban Thier & Federer, P.A.
Attn. Mr. John L. Urban, Esq.
5782A S. Semoran Blvd.
Orlando, FL 32822
U.S.

You are of course under no obligation to sign our attached fee agreement. In that case, however, you would no longer be represented in the matter, either by Mr Messmer or by our law firm. In U.S. insolvency proceedings, unclaimed monies ultimately revert to the treasury.

Please note:

We kindly ask that you refrain from directing any enquiries to the law firm collaborating with us, i.e. Urban Thier & Federer Rechtsanwälte in Munich or Aachen. That firm is not involved in this matter and cannot provide any information. A copy is being sent to Mr Ullrich Messmer.

Once we have received the fee agreement signed by you, we will continue the proceedings for you.

If you would like us to represent you under the above-described terms and conditions, we kindly ask that you provide us with your current mailing address, email address, and phone number.

I am in agreement that the law firm Urban Thier & Federer P.A. is to bring the matter to an end for me on the basis of a reduced success fee in the amount of one half of my pro-rata amount of the disbursement approved by the insolvency court, as approved in the bankruptcy proceedings in Florida/U.S. This fee covers all attorney costs incurred over approximately the past ten years for the work and services of Mr Messmer and the law firm Urban Thier & Federer, P.A, as well as by other third parties who have performed work for my monetary claim.

My full name is (please write legibly)

My current mailing address is

My email address is:

My phone number is:

My original net investment amount (where known to me), not including reinvested interest or profits, was \$

Please sign below where indicated. Once you have completed the information on this page and signed

it, please scan it and send it to PCOBK@urbanthier.com, together with your full name in the subject line.

If we do not hear from you within 30 days of the date of this letter, we will assume that you do not wish to have us represent you.

Yours sincerely,

Signature

John L. Urban, Esq.
Attorney at Law

Exhibit D

URBAN THIER & FEDERER, P.A.

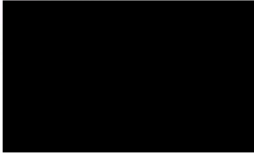
CALIFORNIA · CONNECTICUT · FLORIDA · GEORGIA · NEW YORK · TEXAS
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USA

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www.urbanthier.com
info@urbanthier.com

Respond to Orlando Office

26. März 2018



Engler/PCO Insolvenzverfahren



Sehr geehrte/r Investor/in,

In der Sache Ulrich Engler und Private Commercial Office, Inc. ("Engler/PCO"), hatten Sie vor ca. zehn Jahren den Rechtsanwalt Ullrich Messmer damit beauftragt, rechtliche Schritte gegen Engler/PCO zu verfolgen. Herr Messmer wiederum hat unsere Kanzlei beauftragt, Ihre Rechte geltend zu machen.

Der ursprüngliche Vertretungsauftrag war, eine Klage vor einem US-Gericht zu erheben und in dieser die investierten Gelder zurück zu verlangen. Es ist uns zunächst gelungen, einen Teil des Geldes durch Verfolgung der Geldströme ausfindig zu machen und es durch Gerichtsbeschlüsse beschlagnahmen zu lassen.

Dann wurde allerdings das Insolvenzverfahren über Herrn Engler persönlich sowie die mit ihm verbundenen Firmen eröffnet. Der Insolvenzverwalter hat sich daraufhin die von uns vereinnahmten Gelder zur Insolvenzmasse auszahlen lassen. Unsere Kanzlei hatte seinerzeit Ihren Anspruch zur Insolvenztabelle bei dem zuständigen Insolvenzgericht in Florida angemeldet. Wir haben über die Jahre hinweg einen Großteil der Engler Geschädigten vertreten (darunter auch Investoren der Messmer Gruppe) und hierbei Ihre Rechte dem Insolvenzverwalter gegenüber geltend gemacht, um einen maximalen Anspruchsbetrag für Sie zu erlangen. Der Arbeitsumfang über die Jahre war ganz erheblich.

Das Insolvenzverfahren

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info@urbanthier.com

URBAN THIER & FEDERER, P.A.

Um das Insolvenzverfahren fortzuführen, und bald zu einem für Sie günstigen Ende zu bringen, bieten wir an, mit Ihnen eine direkte Vertretungsvereinbarung abzuschließen. Unser Ziel ist es, nach Abzug des mit Ihnen vereinbarte Honorar, den Restbetrag, direkt an das von Ihnen genannte Konto zu überweisen.

Vertretungsvereinbarung

Der Umfang der rechtlichen Vertretung vor dem Insolvenzgericht und gegenüber dem Insolvenzverwalter und den Investoren ist ganz erheblich.

Unsere Kanzlei hat Vertretungsvereinbarungen mit Hunderten von anderen Engler Investoren, die in ähnlicher Lage sind, direkt abgeschlossen. In diesen Vertretungsvereinbarungen haben wir ein Erfolgshonorar in Höhe von 5% des vom Insolvenzgericht anerkannten Investmentbetrags vereinbart. Da das Gericht aber eine geringer als erwartet ausgefallene Quote von ca. 7% (wie im oben dargestellt) festgelegt hat, hätte diese Vereinbarung dazu geführt, dass unsere Kanzlei 5% des vom Insolvenzgericht anerkannten Investmentbetrags als Erfolgshonorar von der Auszahlung erhalten hätte und den Mandanten lediglich ca. 2% verblieben wären. Wir haben daher unser Erfolgshonorar von 5% auf ca. 3,5% (die Hälfte der Auszahlungssumme) zu Gunsten unserer Mandanten reduziert. Dieses Angebot haben bisher nahezu 100% unserer Mandanten als eine angemessene Lösung empfunden und angenommen. Wir bieten dieses hiermit auch Ihnen an. Wenn Sie unserem Angebot zustimmen, wird das Honorar alle Anwaltskosten, die über die letzten ca. zehn Jahre für die Arbeit und Leistung von Herrn Messmer, unserer Kanzlei und allen anderen, die für Ihren Geldanspruch Arbeit geleistet haben, einbeziehen.

Sollten Sie wünschen, dass wir Sie vertreten und die Sache für Sie zu Ende bringen, so bitten wir Sie, Seite 3 dieses Schreibens auszufüllen und zu unterschreiben. Sie können diese Seite uns als pdf Datei per E-Mail an PCO@urbanthier.com oder per Telefax an 001-407-245-8361 zurücksenden. Sie können diese Seiten auch über den Postweg an unser Orlando, Florida, USA, Büro senden:

Urban Thier & Federer, P.A.
Attn.: Mr. John L. Urban, Esq.
5782A S. Semoran Blvd.
Orlando, FL 32822
USA

Es steht Ihnen natürlich auch frei, unsere beigelegte Honorarvereinbarung nicht zu unterschreiben. In diesem Fall wären Sie nicht mehr in dieser Sache vertreten, weder von Herrn Messmer noch von unserer Kanzlei. Unbeanspruchte Gelder in einem US-Insolvenzverfahren fallen schlussendlich der Staatskasse zu.

Hinweise:

Bitte richten Sie keine Anfragen an die mit uns kooperierende deutsche Kanzlei Urban Thier & Federer Rechtsanwälte in München bzw. Aachen. Diese ist nicht in diese Sache involviert und kann keinerlei Auskünfte geben. Kopie geht an Herrn Ullrich Messmer.

URBAN THIER & FEDERER, P.A.

Sobald wir die von Ihnen unterschriebene Honorarvereinbarung erhalten haben, werden wir das Verfahren für Sie fortführen.

Wenn Sie wünschen, dass wir Sie zu den oben genannten Bedingungen vertreten, bitten wir Sie, uns ihre derzeitige postalische Adresse sowie E-Mail-Adresse und Telefonnummer mitzuteilen.

Ich bin einverstanden, dass die Kanzlei Urban Thier & Federer P.A. mich auf der Basis eines reduzierten Erfolgshonorars in Höhe von der Hälfte meiner vom Insolvenzgericht genehmigte anteilige Auszahlungssumme – wie in dem Konkursverfahren in Florida/USA genehmigt - die Sache für mich zu Ende bringt. Dieses Honorar deckt alle Anwaltskosten, die über die letzten ca. zehn Jahre für die Arbeit und Leistung von Herrn Messmer, die Kanzlei Urban Thier & Federer, P.A. und anderen Drittparteien, die für meinen Geldanspruch Arbeit geleistet haben.

Mein vollständiger Name lautet (bitte leserlich) _____,

Meine derzeitige postalische Anschrift ist _____.

Meine Email Adresse lautet: _____,

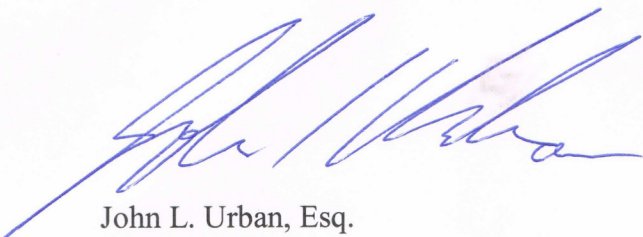
Meine Telefonnummer lautet: _____.

Mein ursprünglicher netto Anlagebetrag (soweit mir bekannt), ohne thesaurierte Zinsen oder Gewinne ist \$ _____.

Bitte unterzeichnen Sie unten rechts. Wenn Sie die Informationen auf dieser Seite ausgefüllt und unterschrieben haben, dann scannen Sie diese Seite bitte ein und senden Sie sie an PCO@urbanthier.com, mit Ihrem vollständigen Namen in der Referenzzeile.

Wenn wir von Ihnen nicht innerhalb von 30 Tagen ab dem Datum dieses Briefes hören, gehen wir davon aus, dass Sie nicht wünschen, dass wir Sie vertreten.

Mit freundlichen Grüßen



John L. Urban, Esq.
Attorney at Law

Unterschrift

Composite Exhibit E

URBAN THIER & FEDERER, P.A.

CALIFORNIA · CONNECTICUT · FLORIDA · GEORGIA · NEW YORK · TEXAS
GERMANY · UNITED KINGDOM

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Respond to Orlando Office




11. Juni 2018









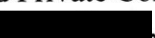
Betr.: **Engler/PCO Insolvenzverfahren**



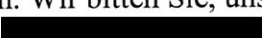


Sehr geehrter 

Wir schreiben Sie bezüglich den Erbverhältnissen von  und 
 an.

Wir sind eine internationale Rechtsanwaltskanzlei in Florida, USA und sind von dem Erbschaftsamt in  informiert worden, dass  am 16.02.2012 verstorben ist und seine Erbin,  am 17.12.2016. Sie wurden uns als einer der gesetzlichen Erben von  genannt.

Es handelt sich um eine Insolvenzsache hier in Florida in Bezug auf ein Investment seitens  und  in Ulrich Engler und Private Commercial Office, Inc. ("Engler/PCO"). Unsere Kanzlei hatte im Namen von  und anderen Investoren rechtliche Schritte gegen Engler/PCO verfolgt. Die Ansprüche wurden Teil eines Insolvenzverfahrens, das jetzt vollendet ist.

Gelder aus dieser Insolvenzmasse werden gemäß Beschluss vom Insolvenzgericht an die Geschädigten ausbezahlt, darunter auch an ,  und ihre Erben. Wir bitten Sie, uns die Todesurkunde und, falls vorhanden, den Erbschein der Frau  zukommen zu lassen damit wir unsere Korrespondenz in dieser Sache an die zuständigen Erben weiterleiten können.

Sie können uns diese Information telefonisch mitteilen unter 001-407-245-8352, per Fax an 001-407-245-8361 oder per E-Mail an PCO@urbanthier.com.

California

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Rechtsanwälte

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Fax: +44 20 3744 0565
info@urbanthier.com

URBAN THIER & FEDERER, P.A.

Wir bedanken uns im Voraus und verbleiben

mit freundlichen Grüßen



John L. Urban
Rechtsanwalt

Kopien:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

Urban Thier & Federer, P.A

Respond to Orlando Office

11 June 2018



Engler/PCO insolvency proceedings

[REDACTED]
[REDACTED]

Dear [REDACTED],

We are writing to you in regards to the inheritance of [REDACTED] and [REDACTED].

We are an international law firm in Florida, USA and have been informed by the inheritance office of [REDACTED] that [REDACTED] died on 16.02.2012 and his heiress, [REDACTED] on 17.12.2016. We were informed that you have been named as one of the legal heirs of [REDACTED].

This is about an insolvency case here in Florida relating to an investment by [REDACTED] and [REDACTED] in Ulrich Engler and Private Commercial Office Inc, ("Engler/PCO"). Our firm had taken legal action against Engler/PCO on behalf of [REDACTED], [REDACTED] and other investors. The claims became part of an insolvency proceeding that has now ended.

Money from the insolvency estate will be paid out to the injured parties, including [REDACTED], [REDACTED], and their heirs in accordance with the order of the insolvency court. We request that you send us the death certificate, and if available, the certificate of inheritance of [REDACTED] so that we can forward our correspondence in this matter to the responsible heirs.

You can provide us with this information by telephone at 001-407-245-8352, by fax at 001-407-245-8361 or by e-mail at PCO@urbanthier.com.

We thank you in advance and remain

with kind regards,

Signature

John L. Urban
German Attorney at Law

Copies:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

Exhibit F

Group Claim Control No.	Group	Investor Name	Allowed Claim Amount Pursuant to this Court's Orders (Docs. 1187, 1188, 1423, and 1424)
69.13	Messmer	Aeschbach, Felix	\$ 100.000,00
69.14	Messmer	Aeschbach, Felix	\$ 29.664,14
69.28	Messmer	Amgwerd, Simon	\$ 47.924,56
444.80	Messmer	Schultz, Joachim	\$ 10.000,00
69.60	Messmer	Bachmann, Lothar	\$ 100.000,00
69.61	Messmer	Bachmann, Margareta	\$ 46.500,00
69.62	Messmer	Bachmann, Steffen	\$ 6.500,00
69.70	Messmer	Bandouch, Georg	\$ 31.160,00
69.71	Messmer	Barenbrügge, Bernhard	\$ 15.545,00
69.96	Messmer	Baumann, Roger	\$ 10.000,00
69.106	Messmer	Baur, Erika	\$ 48.636,15
69.110	Messmer	Baur, Georg	\$ 40.588,67
69.139	Messmer	Bergmeier, Roland for Matthias	\$ 7.000,00
69.143	Messmer	Bertelmann, Inga	\$ 41.985,00
69.144	Messmer	Bertelmann, Martina	\$ 66.800,00
69.150	Messmer	Betz, Ursula	\$ 67.720,00
69.191	Messmer	Borberg, Annette	\$ 22.774,00
69.195	Messmer	Borer, Robert	\$ 16.987,50
69.202	Messmer	Brandes, Paul	\$ 46.250,00
69.211	Messmer	Breitkopf, Jens	\$ 18.248,75
69.223	Messmer	Bruns, Wolfgang	\$ 20.030,00
69.242	Messmer	Buhrow-Kiem, Barbara	\$ 42.366,66
69.247	Messmer	Buri, Alexandra	\$ 367.360,00
69.280	Messmer	Dede, Androniki	\$ 8.954,85
69.287	Messmer	Delizisis, Dimitrios	\$ 31.436,00
69.290	Messmer	Delizisis, Evangelos	\$ 15.970,00
69.295	Messmer	Di Bilio, Carmelo	\$ 5.000,00
69.298	Messmer	Diamantis, Orea	\$ 30.000,00
69.301	Messmer	Dietachmair, Franz	\$ 5.000,00
69.302	Messmer	Dietachmair, Sarah	\$ 5.000,00
69.324	Messmer	Dorner, Ilse	\$ 25.472,70
69.332	Messmer	Drescher, Helga	\$ 10.000,00
69.352	Messmer	Eder, Günter	\$ 27.430,00
69.368	Messmer	Emmrich, Axel	\$ 12.968,00
69.405	Messmer	Fecht-Schaaf, Hilde	\$ 29.576,35
69.423	Messmer	Fischbach, Josef	\$ 9.975,00
69.459	Messmer	Fritsch, Wolfgang	\$ 48.871,32
69.488	Messmer	Gantner, Elsbeth	\$ 46.375,61
69.498	Messmer	Gehlsen, Christa Maria	\$ 24.317,91
69.528	Messmer	Gilomen, Andreas	\$ 14.105,00
69.532	Messmer	Glatzel, Martina u Simon	\$ 42.900,27
69.534	Messmer	Gleissner Dr., Albert	\$ 41.250,00
69.565	Messmer	Grässer, Peter	\$ 12.480,00
69.581	Messmer	Gruentker, Hans-Peter	\$ 108.600,00
69.607	Messmer	Hagen, Patrick	\$ 14.568,35
69.620	Messmer	Hamann, Elfriede	\$ 12.743,00

69.622	Messmer	Hamann, Otto	\$	6.500,00
69.621	Messmer	Hamann, Otto	\$	12.848,00
69.655	Messmer	Hartmann, Harald	\$	66.350,00
69.675	Messmer	Hebeisen, Hildegard	\$	4.980,00
69.687	Messmer	Heide, Heike	\$	26.391,00
69.694	Messmer	Heinrich, Volker	\$	69.385,22
69.697	Messmer	Heinz, Albert	\$	5.000,00
69.699	Messmer	Heinz, Ulrich	\$	8.561,25
69.703	Messmer	Helle, Ilona u Stephan	\$	32.278,00
69.705	Messmer	Helle, Ronny	\$	17.161,00
69.743	Messmer	Hiltermann, Gisela	\$	10.000,00
69.792	Messmer	Honer, Barbara	\$	63.175,00
69.818	Messmer	Huber, Gabriele u Herbert	\$	16.706,02
69.855	Messmer	Huseyin, Sen	\$	9.965,33
69.864	Messmer	Ingelkofer, Helmut	\$	9.006,25
69.866	Messmer	Ingelkofer, Michael	\$	15.000,00
69.921	Messmer	Kärcher, Klaus Dr.	\$	130.000,00
69.935	Messmer	Kaub, Clemens	\$	216.033,00
69.955	Messmer	Keller-Mierzwa, Johanna Eleonora	\$	24.123,46
69.966	Messmer	Kirchenbauer, Willi	\$	30.700,00
69.994	Messmer	Knibbecke, Therese	\$	9.995,00
69.1006	Messmer	Koerner, Edeltraud	\$	247.950,00
69.1005	Messmer	Koerner, Edeltraud	\$	16.530,00
69.1004	Messmer	Koerner, Edeltraud	\$	20.339,00
69.1009	Messmer	Koerner, Edeltraud u Ulrich	\$	16.530,00
69.1008	Messmer	Koerner, Edeltraud u Ulrich	\$	75.006,27
69.1007	Messmer	Koerner, Edeltraud u Ulrich	\$	31.694,41
69.1013	Messmer	Koerner, Ulrich	\$	75.006,27
69.1012	Messmer	Koerner, Ulrich	\$	22.201,00
69.1021	Messmer	Kollross, Heinz	\$	16.000,00
69.1046	Messmer	Kottias, Athanasios	\$	70.348,67
69.1049	Messmer	Kottias, Konstantinos	\$	21.146,56
69.1048	Messmer	Kottias, Konstantinos	\$	44.323,67
69.1109	Messmer	Kutter, Sonja u Baptist	\$	43.675,10
69.1114	Messmer	Lafille, Daniel	\$	46.069,76
69.1117	Messmer	Landl, Herbert	\$	199.928,00
69.1124	Messmer	Lang, Herbert	\$	18.000,00
69.1126	Messmer	Langeegger, Anita	\$	175.975,00
69.1157	Messmer	Leutenmayer, Alfred	\$	66.339,00
69.1214	Messmer	Mahlke, Wolfgang	\$	70.000,00
69.1226	Messmer	MAIHORN, Berthold	\$	59.969,10
69.1232	Messmer	Mangold, Annemarie	\$	8.987,50
69.1233	Messmer	Mangold, Roger	\$	12.000,00
69.1244	Messmer	Marohn, Elke und Otmar	\$	15.951,00
69.1258	Messmer	Maucher, Christa	\$	22.500,67
69.1264	Messmer	May, Gerd-Jürgen	\$	6.684,83
69.1281	Messmer	Meng, Dieter	\$	24.339,53
69.1296	Messmer	Metzger, Verena	\$	35.973,39
69.1297	Messmer	Metzger, Wilhelm	\$	35.250,00
69.1301	Messmer	Meyer, Jan Egon	\$	13.556,00

69.1316	Messmer	Mihailescu, Gisela	\$	187.996,62
69.1329	Messmer	Miller, Katharina	\$	18.000,00
69.1395	Messmer	Müller, Zsolt	\$	27.600,00
69.1423	Messmer	Nentwig, Andreas	\$	18.750,00
69.1426	Messmer	Nentwig, Heila	\$	10.000,00
69.1424	Messmer	Nentwig, Heila	\$	15.000,00
69.1446	Messmer	Nussbaumer, Markus	\$	12.000,00
69.1448	Messmer	Nusser, Manfred	\$	45.992,25
69.1458	Messmer	Oggenfuss, Thierry	\$	8.000,00
69.1507	Messmer	Pfister, Thomas	\$	10.000,00
69.1509	Messmer	Philipona, Alexander	\$	5.000,00
69.1559	Messmer	Raedler, Anton	\$	72.949,00
69.1566	Messmer	Raidt, Christine	\$	23.535,00
69.1572	Messmer	Rauter, Friedhard	\$	117.389,57
69.1583	Messmer	Rauter, Steffen	\$	10.000,00
69.1589	Messmer	Reck, Elfi	\$	6.700,00
69.1600	Messmer	Reichert, Hans Jürgen	\$	171.145,85
69.1655	Messmer	Rizzo, Angelo	\$	148.700,96
69.1657	Messmer	Rizzo, Vittorio	\$	49.987,50
69.1675	Messmer	Rogler, Erich	\$	11.714,00
69.1671	Messmer	Rogler, Erich	\$	23.254,00
69.1669	Messmer	Rogler, Erich	\$	33.954,33
69.1686	Messmer	Roth, Wolfgang	\$	43.175,00
69.1696	Messmer	Rullen, Karl-Heinz	\$	66.975,00
69.1701	Messmer	Rutschmann, Willi	\$	25.000,00
69.1714	Messmer	Sägebrecht, Bernd	\$	5.000,00
69.1715	Messmer	Sägebrecht, Heidemarie	\$	5.000,00
69.1716	Messmer	Sägebrecht, Sandra	\$	5.000,00
69.1724	Messmer	Sauter, Ulrich	\$	24.475,00
69.1742	Messmer	Schanzmann, Ingrid	\$	14.246,70
69.1756	Messmer	Scheurel, Michael	\$	17.305,72
69.1761	Messmer	Schiefer, Christian	\$	5.000,00
69.1762	Messmer	Schiefer, Erika	\$	5.000,00
69.1763	Messmer	Schiefer, Franz	\$	10.000,00
69.1764	Messmer	Schiefer, Michael	\$	5.000,00
69.1765	Messmer	Schiefer, Thomas	\$	5.000,00
69.1768	Messmer	Schilling, Anja u Jochen	\$	127.759,03
69.1805	Messmer	Schnizer, Ernst	\$	99.180,00
69.1804	Messmer	Schnizer, Ernst	\$	24.795,00
69.1803	Messmer	Schnizer, Ernst	\$	62.814,00
69.1802	Messmer	Schnizer, Ernst	\$	19.836,00
69.1806	Messmer	Schnizer, Hilde	\$	11.486,12
69.1807	Messmer	Schnizer, Reinhold	\$	76.779,00
69.1815	Messmer	Schoeller, Arwed	\$	13.042,00
444.79	Messmer	Schultz, Christa	\$	9.312,50
69.1892	Messmer	Sinz, Franz	\$	12.896,00
69.1891	Messmer	Sinz, Franz	\$	24.176,73
69.1890	Messmer	Sinz, Franz	\$	54.223,96
69.1893	Messmer	Sinz, Michael	\$	58.110,50
69.1897	Messmer	Sinz, Monika	\$	19.000,00

69.1896	Messmer	Sinz, Monika	\$	12.687,00
69.1944	Messmer	Starnecker, Horst- Dieter/Michelle	\$	6.620,71
69.1964	Messmer	Stephan, Gisela u Sabine	\$	8.265,00
69.1963	Messmer	Stephan, Gisela u Sabine	\$	9.986,60
69.1980	Messmer	Stoeckeler, Josefine	\$	26.518,60
69.1991	Messmer	Strobl, Anneliese	\$	70.000,00
69.1992	Messmer	Strobl, Claudia	\$	24.971,00
69.1995	Messmer	Strobl, Georg	\$	110.000,00
69.1993	Messmer	Strobl, Georg	\$	60.828,86
69.1999	Messmer	Suesse, Barbara	\$	15.200,00
69.2035	Messmer	Tomaselli, Franz	\$	85.950,00
69.2039	Messmer	Tomaselli, Michael	\$	27.100,00
69.2045	Messmer	Tomaselli, Peter	\$	161.980,34
69.2075	Messmer	Ummenhofer, Karl-Heinz	\$	51.530,55
69.2076	Messmer	Unruh, Doris Regine	\$	5.000,00
69.2077	Messmer	Valassis, Dimitrios	\$	35.634,74
69.2098	Messmer	Vogel, Beat	\$	70.680,49
69.2105	Messmer	Vogel, Rainer	\$	65.363,00
69.2152	Messmer	Weber, Franz u Andrea	\$	9.761,00
69.2151	Messmer	Weber, Franz u Andrea	\$	10.000,00
69.2191	Messmer	Welte, Georg	\$	53.975,00
69.2197	Messmer	Wenzler, Barbara u Berthold	\$	13.428,45
69.2195	Messmer	Wenzler, Barbara u Berthold	\$	22.005,00
69.2224	Messmer	Windsheimer, Ellen	\$	13.186,00
69.2232	Messmer	Wohlfeld, Adina	\$	40.000,00
69.2245	Messmer	Wolf, Irene	\$	10.222,40
69.2246	Messmer	Wolf, Rainer	\$	20.990,75
69.2251	Messmer	Wuertenberger, Gottfried	\$	29.283,08
69.2266	Messmer	Wyss, Urs	\$	9.982,50
69.2281	Messmer	Zihlmann, Herbert & Regina	\$	6.985,00
69.2293	Messmer	Zoder, Gisela	\$	19.562,50

Exhibit G

[REDACTED]

Von:
Gesendet:
An:
Betreff:
Anlagen:

Kennzeichnung:
Kennzeichnungsstatus:

[REDACTED]

[REDACTED]

Gesendet: Dienstag, 23. Januar 2018 um 16:55 Uhr
Von: "RA Ullrich Messmer" <Ullrich.Messmer_RA@t-online.de>
An: "Wilhelm Huber" <wihub@gmx.de>
Cc: gabriele.balsiger@bluewin.ch, "John Urban" <Urban@urbanthier.com>
Betreff: AW: AW: AW: AW: Rückzahlung Kundengelder

Sehr geehrter Herr Huber,

ich versuche nun ein letztes Mal, Ihnen die Sachlage zu erklären.

Lesen Sie das exemplarisch beigelegte Auszahlungsformular eines beliebigen Kunden:

Darin steht zunächst, daß ich „treuhänderisch“ eingesetzt wurde. Gemeint war damit, daß ich lediglich als Kläger im Klageverfahren und später dann als Anspruchsteller im Insolvenzverfahren anstelle des jeweiligen Anlegers aufgetreten bin. Hintergrund war –wie sie wissen-, daß dann nicht über 2000 Anspruchsteller auftreten sondern nur 1 Anspruchsteller.

Weiter hat jeder einzelne Anleger seinen Vermittler beauftragt, seine Unterlagen an die „Anwaltskanzlei in den USA“ weiterzuleiten, damit diese die Rückzahlungsansprüche für den Anleger geltend macht („meine Rückzahlungsansprüche...für mich geltend zu machen). Damit hat jeder einzelne Anleger die Kanzlei Urban bereits 2007/2008 **direkt** mit der Geltendmachung seines Rückzahlungsanspruches beauftragt. Die Beauftragung der Kanzlei Urban umfasst nicht nur die Geltendmachung des Rückzahlungsanspruches sondern auch die Rückzahlung selbst. Sofern die Kanzlei Urban nun mit dem jeweiligen Anleger eine Honorarvereinbarung treffen möchte, dann ist das Sache der Kanzlei Urban und des jeweiligen Anlegers.

Um es nochmal klar zu sagen:

Es ist gar nicht notwendig, daß ich jetzt die Kanzlei Urban mit der Rückzahlung der Kundengelder beauftrage. Denn diesen Auftrag hat jeder einzelne Anleger bereits 2007/2008 **direkt** an die Kanzlei Urban erteilt.

Meine Aufgabe war es als Kläger und Anspruchsteller zu fungieren. Eine weitere Tätigkeit war nicht vereinbart und nicht geschuldet. Nachdem der Insolvenzverwalter die Schecks auf mich ausgestellt und übersandt hat, habe ich die Schecks an die Kanzlei Urban weitergeleitet, damit diese das Direktmandat mit jedem Anleger zu Ende bringen kann.

Ich weise Sie noch auf folgendes hin: sollten Sie mich weiter behelligen, werde ich Strafanzeige gegen Sie erstatten.

Mit freundlichen Grüßen

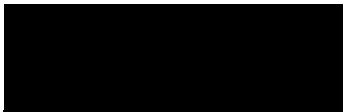
Ullrich Messmer

Von: Wilhelm Huber [<mailto:wihub@gmx.de>]
Gesendet: Dienstag, 23. Januar 2018 16:14
An: RA Ullrich Messmer
Betreff: Aw: AW: AW: AW: Rückzahlung Kundengelder

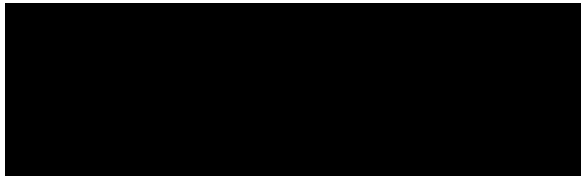
Sehr geehrter Herr Messmer,

ich habe mit der für sie zuständigen Anwaltskammer, sowie dem für ihren Wohnsitz zuständigen

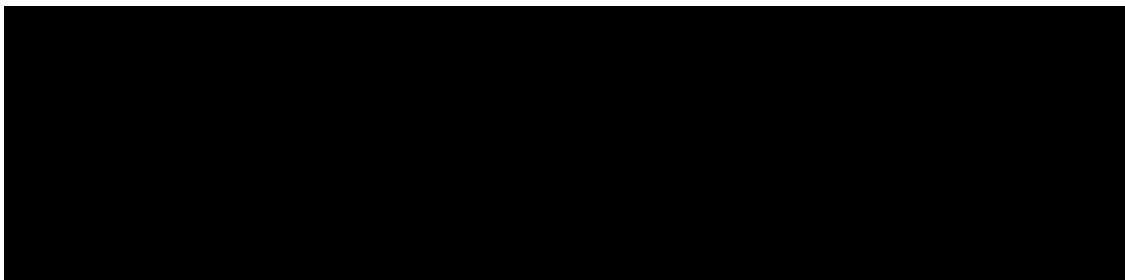
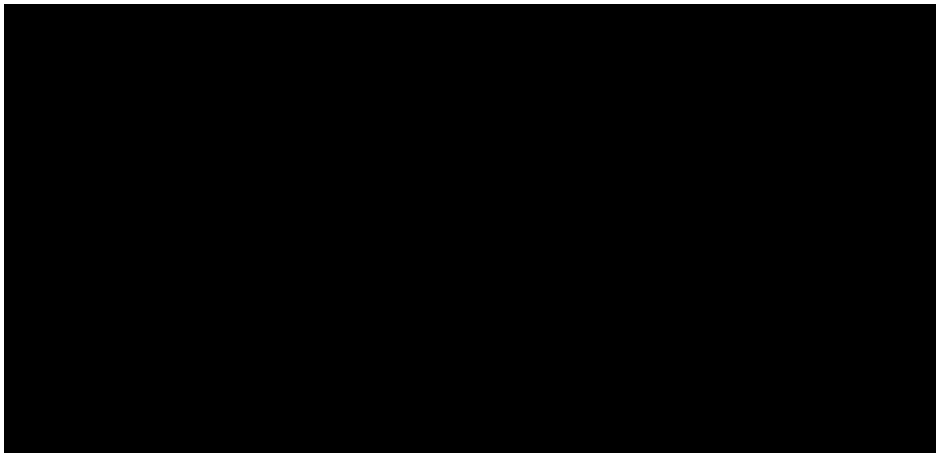
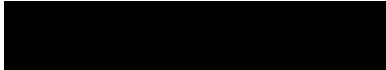
Amtsgericht telefoniert.



From:
Sent:
To:
Subject:
Attachments:



Designation:
Designation status:



Sent: Tuesday, 23 January 2018 at 16:55
From: "Ullrich Messmer, lawyer" <Ullrich.Messmer_RA@t-online.de>
To: "Wilhelm Huber" <wihub@gmx.de>
Cc: gabriele.balsiger@bluewin.ch, "John Urban" <Urban@urbanthier.com>
Subject: RE: RE: RE: RE: Repayment of client funds

Dear Mr Huber,

I am now going to make a final attempt to explain the situation to you.

Read the disbursement form from an arbitrary client that is attached as an example:

Firstly, this says that I was employed “in a fiduciary capacity”. This meant that I merely appeared as the plaintiff in legal proceedings and then subsequently as the claimant in the insolvency proceedings instead of the actual investor. The background was, as you are aware, that only one claimant then appears instead of more than 2000 claimants.

Furthermore, each individual investor instructed his/her agent to forward his/her documents to the “lawyer’s office in the USA” so that the latter could assert the repayment claims for the investor (“to assert for me my repayment claims...”). In 2007/2008, each individual investor had thus already **directly** instructed the Urban law firm to assert his/her repayment claim. The Urban law firm’s remit includes not only asserting the repayment claim but also the repayment itself. If the Urban law firm would now like to reach an agreement on fees with the relevant investor, this is a matter for the Urban law firm and the relevant investor.

Once more, to put it clearly:

It is in no way necessary for me now to instruct the Urban law firm to repay the client funds, since each individual investor has already **directly** instructed the Urban law firm to do so in 2007/2008.

My task was to function as the plaintiff and claimant. No further activity was agreed or owed. After the insolvency administrator issued the cheques to me and sent them, I forwarded the cheques to the Urban law firm to enable the latter to complete the direct mandate with each investor.

I would also like to draw your attention to the following: should you importune me further, I shall report that you have committed an offence.

Yours sincerely,

Ullrich Messmer

From: Wilhelm Huber [<mailto:wihub@gmx.de>]
Sent: Tuesday, 23 January 2018 16:14
To: Ullrich Messmer, lawyer
Subject: Re: RE: RE: RE: Repayment of client funds

Dear Mr Messmer,

I have been in telephone contact with the law society responsible for you and with the district court with jurisdiction over your place of residence.