

UNITED STATES BANKRUPTCY COURT
 MIDDLE DISTRICT OF FLORIDA
 FORT MYERS DIVISION

In re

CASE NO. 9:08-bk-04360-ALP

ULRICH FELIX ANTON ENGLER,
 PRIVATE COMMERCIAL OFFICE, INC.,
 and PCO CLIENT MANAGEMENT, INC.,

CHAPTER 7
 (Substantively Consolidated)

Debtors.

**TRUSTEE’S NOTICE OF TAKING DEPOSITION *DUCES TECUM* OF
 BRADLEY T. FREEMAN ON JUNE 15, 2010 AT 9:00 A.M.**

ROBERT E. TARDIF, JR., as Chapter 7 Trustee for the substantively consolidated bankruptcy estates of Ulrich Felix Anton Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. (hereinafter the “Trustee”), by and through his undersigned counsel, pursuant to Fed. R. Civ. P. 30, as incorporated in Fed. R. Bank. P. 7030 and 9014, will depose the below person(s), under oath, at the following dates, times and location:

Deponent:	BRADLEY T. FREEMAN
Date:	June 15, 2010
Time:	9:00 a.m. (C.T.)
Location:	Bazos, Freeman, Kramer, Schuster, Vanek & Kolb 1250 Larkin Avenue, Suite 100 Elgin, Illinois 60123 Telephone: (847) 742-8800

The deposition is being conducted pursuant to Fed. R. Civ. P. 30, as incorporated in Fed. R. Bank. P. 7030 and 9014, and will be taken before an officer authorized to record the testimony. If the deponent requires an interpreter, it is deponent’s responsibility to engage the employment of such

interpreter to be present at the examination.

The deposition will be taken before a certified court reporter or some other Notary Public for the State of Illinois at large. The deposition is being taken for the purpose of discovery, for use at trial, or both of the foregoing, or for such other purposes as are permitted under the Federal Rules of Bankruptcy Procedure and other applicable law, and shall continue from day to day until completed. Any objection must be heard prior to the taking of the deposition.

At the time of the deposition, the deponent(s) shall produce all documents requested in the attached Exhibit A.

Dated this 3rd day of June, 2010.

Respectfully submitted,

GENOVESE JOBLOVE & BATTISTA, P.A.
Attorneys for the Trustee
200 East Broward Boulevard, Suite 1110
Fort Lauderdale, Florida 33301
Telephone: (954) 453-8000
Telecopier: (954) 453-8010

By: /s/ Robert F. Elgidely
Robert F. Elgidely, Esq.
Florida Bar No. 111856
David C. Cimo, Esq.
Florida Bar No. 775400
Theresa Van Vliet, Esq.
Florida Bar No. 374040

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Trustee's Notice Of Taking Deposition *Duces Tecum* Of Bradley T. Freeman On June 15, 2010 At 9:00 A.M. has been furnished by the Court's CM/ECF System to Steven M. Berman, Esq., Shumaker, Loop & Kendrick,

LLP, 101 East Kennedy Boulevard, Suite 2800, Tampa, Florida 33602 and via electronic mail to Bradley T. Freeman, Esq., Bazos, Freeman, Kramer, Schuster, Vanek & Kolb, 1250 Larkin Avenue, Suite 100, Elgin, Illinois 60123, on the 3rd day of June, 2010.

By: /s/ Robert F. Elgidely
Robert F. Elgidely, Esq.

EXHIBIT "A" TO NOTICE OF TAKING DEPOSITION *DUCES TECUM*
INSTRUCTIONS, DEFINITIONS, AND DOCUMENTS REQUESTED

I. Instructions

A. This document request is continuing in nature. When new knowledge or information comes to your attention you shall supplement the information supplied in the answers to the document request forthwith.

B. This request calls for the production of all responsive documents in your possession, custody or control or available to you, your employees, accountants, attorneys, auditors or other persons acting on your behalf, in your employment, and/or under your direction or the direction of your agents and representatives.

C. For each and every Request herein, you shall produce documents in your possession, custody, or control which shall include, but not be limited to, documents, objects or articles described that are in your possession or for which you have the right to secure the original or a copy from another person or entity. The fact that your investigation is continuing or discovery is incomplete is not an excuse for your failure to respond to each request as fully and completely as possible. Your responses should consist of information known to you through yourself, your agents, your attorneys, your employees, or your representatives. If copies or drafts exist of a document, the production of which has been requested herein, produce and submit for inspection and copying each and every copy and draft which differs in any way from the original document or from any copy or draft.

D. Please organize and label (without permanently marking the item produced) the documents being produced to correspond with the numbered paragraph and each subset thereof to which such documents are responsive. If a document is responsive to more than one document request, each document request to which it is responsive should be identified.

E. If at any time you had possession, custody, or control of any document requested herein, and such document has been lost, destroyed, discarded, or is not presently in your possession, any such documents shall be identified as completely as possible by providing the following information:

1. The name(s) of the author(s) of the document;
2. The name(s) of the person(s) to whom the documents or copies were sent;
3. The date of the document;
4. The date on which the document was received by each addressee, copyee, or its recipients;
5. A complete description of the nature and subject matter of the document;

6. The date on which the document was lost, discarded, or destroyed; and
7. The manner in which the document was lost, discarded, or destroyed.

F. With respect to any document that you withhold under claim of privilege, you shall number such documents, hold them separately, and retain them intact pending a ruling by the Court on the claimed privilege. In addition, you shall provide a statement, signed by an attorney representing you, setting forth as to each such document:

1. The name(s) of the sender(s) or the document;
2. The name(s) of the author(s) of the document;
3. The name(s) of the person(s) to whom the document or copies were sent;
4. The job title of every person named in subparagraphs 1, 2 and 3 above;
5. The date of the document;
6. The date on which the document was received by each addressee, copyee, or its recipient;
7. A brief description of the nature and subject matter of the document; and
8. The statute, rule, or decision which is claimed to give rise to the privilege.

G. If, after exercising due diligence to secure or produce the document(s) requested, you cannot secure responsive documents, you must identify which Request(s) for which you do not have a responsive document, and answer the request for production to the fullest extent possible, specifying your inability to produce the document(s), and providing the identity of the person who has possession, custody, or control of the requested document(s).

H. All words, names, and terms in this request for production shall have their plain and ordinary meanings unless specifically defined in Part II herein.

I. Copies of documents which are identical duplicates of other documents which have already been produced for inspection and copying in this action need not be produced again, except that the duplicates must be produced if handwritten or any other type of notes or similar intelligence appear thereon or are attached thereto, including markings on slips indicating the routing of the document to individuals or organizations.

J. The singular and plural forms shall be construed interchangeably so as to bring within the scope of this document request any information which might otherwise be construed as being outside of the scope of such request.

K. “And” and “or” shall be construed interchangeably so as to bring within the scope of this document request any information which might otherwise be construed as being outside of the scope of such request.

L. “Any” and “all” and “each” and “every” shall be construed to bring within the scope of this request any information which might be construed to relate to the subject matter of the request.

M. The use of the singular form of any word includes the plural and vice versa.

N. Unless otherwise stated herein, the time period encompassed by this Request shall be March 31, 2004 through and including the date of this Request (unless otherwise stated herein).

O. When an entity other than an individual is referred to, such reference includes that entity’s predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

P. When an individual is referred to, such reference includes any corporation, partnership, trust, unincorporated association or other entity in which the individual had or has any ownership interest or over which the individual exercised or exercises any degree of control (past or present).

II. Definitions

Unless otherwise specified, the following words and terms as used herein shall, when utilized, mean as follows:

1. The term “**Communication**” means any written or oral statement, dialogue, colloquialism, discussion, conversation or agreement of any kind or character, including, by way of example and without limitation, any act or instance whereby messages, facts, data or any other information is transmitted orally, visually, in writing, electronically or by any other means or media from natural person or firm to another (e.g., personal conversations, telephone conversations, letters, e-mails, meetings, memoranda, telegraphic and telex communications or transmittals of documents), any manner or form of information, memorandum or notes or message transmission, however produced or reproduced, whether by “document” as herein defined or orally or otherwise, which was distributed or circulated between or among persons, or data storage or processing units and any and all documents containing, consisting of, or relating or referring, in any way, either directly or indirectly to, a communication.

2. The terms “**concern**” or “**concerning**” means relating to, referring to, connected with, commenting on, responding to, supporting, mentioning, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, comprising or constituting.

3. The term “**Contract**” means that certain Vacant Land Real Estate Purchase And Sale Agreement dated November 9, 2006 by and between Fidelity National Timber Resources, Inc. f/k/a Fidelity National Ranch Properties, Inc. and Engler Land Investments, LLC including, but not limited to, each and every draft thereof (first, subsequent, interim and final), each and every revision, modification or amendment proposed thereto (first, subsequent, interim and final), and final versions thereof.

4. The term “**Corporate Records**” shall include but, shall not be limited to, Articles of Incorporation, Articles of Organization, Articles or Certificates of Dissolution, Operating Agreements, Bylaws, minutes, stock certificates, membership units or interests, fictitious name filings, stock ledgers and corporate kits, and amendments to the foregoing.

5. The term “**Debtor(s)**” means Ulrich Felix Anton Engler a/k/a Richie Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. and/or any individual or entity acting or purporting to act on his/its behalf, individually and/or collectively, (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which he/it purported to have any ownership interest or over which he/it purported to exercise any degree of control, including its/their predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

6. The term “**Document**” shall have a synonymous meaning equal in scope to the usage of the term in Rule 34(a) of the Federal Rules of Civil Procedure and shall include, but shall not be limited to, the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not approved, signed, sent, received, re-drafted or executed, and all copies thereof which are different in any way from the original (whether by interlineation, date-stamp, notation, indication of copies sent or received, or otherwise), including, without limitation, any E-mails, paper, letter, correspondence, memoranda (including interoffice and intraoffice memoranda), notes, memoranda for files, memoranda of telephone or other conversation, announcement, bulletin, press release, newspaper or magazine article, pamphlet, circulars, advertising material, studies, analysis, statistics, surveys, drawing, sketch, schematic, chart, graph, investigation, study, working paper, summary, report, opinion, table, schedule, extract, blueprint, portfolio, ledger, worksheet, prospectus, financial projection, financial statement, financial schedule, book, note, notation, message slip, telegram, telex and telecopier message, agreement, contract, object, record, transcript, hearing, meeting, diary, or other communication, chronological data, minutes, agendas, transcriptions, record, report, invoice, receipt, return, computer printout or other computer derived data, schedule, affidavit, cancelled check, check stub, delivery ticket, bill of lading, graph or aural records or representations of any kind, including without limitation, photographic matter, microfiche, microfilm, video-tape, motion picture and electronic, all mechanical or electronic sound recordings or transcripts thereof (including without limitation tapes, cassettes, discs and recordings) in Your possession, custody, and/or control, or Your agents, representatives or attorneys, unless privileged, or of which You have knowledge.

7. The term “**Douglas**” means David Douglas and/or Debbra Douglas, including, but not limited to, **Douglas Investments, LLC, Engler Land Investments, LLC**, and/or any individual or entity acting or purporting to act on his/her/its behalf, individually or collectively, (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which he/she/it purported to have any ownership interest or over which he/she/it purported to exercise any degree of control, including its/their predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

8. The phrase “**Douglas Investments**” means Douglas Investments, LLC including, but not limited to, such entity’s predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

9. The phrase “**Electronic Data**” includes, by way of example only and without limitation, all electronic data storage documents, electronic mail (commonly referred to as “e-mails”) and any related attachments, computer programs, programming notes or instructions, activity listings of electronic mail receipts and/or transmittals, output resulting from the use of any software program, including word processing documents, spread sheets, data base files, charts, graphs and outlines, operating systems, source code of all types, peripheral drivers, batch files, and any and all miscellaneous files and/or file fragments, regardless of the media on which they reside and regardless of whether said electronic data consists in any active file, deleted file or file fragment, including deleted electronic data if such data can be undeleted or recovered by any means. Your search for Electronic Data shall include, but shall not be limited to, all of your computer hard drives, floppy or compact disks, backup and archival tapes, removable media such as zip or external hard drives, password protected and encrypted files, databases, electronic calendars, personal digital assistants, proprietary software and inactive or unused computer disc storage areas. All Electronic Data produced shall be produced in its native format, and all requests expressly include requests for all metadata associated with the files to be produced.

10. The term “**Engler**” means Ulrich Felix Anton Engler a/k/a Richie Engler a/k/a Robert Allen Doerr, any individual or entity acting or purporting to act on his behalf (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which he purported to have any ownership interest or over which he purported to exercise any degree of control including, but not limited to, **Private Commercial Office, Inc., PCO Client Management, Inc., Engler Land Investments, LLC, FreeCall Technologies, Inc., JD Payphone Marketing, Inc., FreeCall Com Marketing, Inc., Adtec-Advertising Technologies, Inc., U.S. European Real Estate, Inc., German Professional Soccer Agency, Inc., US National Payphone Administration, Inc., Vandyke Communication, Inc., Lafayette Asset Management, Inc., Roots of Bavaria, Inc.**, including its/their predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing.

11. The phrase “**Engler Land Investments**” means Engler Land Investments, LLC including, but not limited to, such entity’s predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

12. The phrase “**Fidelity Financial**” means Fidelity National Financial, Inc. including, but not limited to, such entity’s predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

13. The phrase “**Fidelity Timber**” means Fidelity National Timber Resources, Inc. f/k/a Fidelity National Ranch Properties, Inc. including, but not limited to, such entity’s predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

14. The term “**Freeman,**” “**You,**” or “**Your,**” means Bradley T. Freeman, including, but not limited to, the law offices of **Bazos, Freeman, Kramer, Schuster, Vanek & Kolb** and/or any individual or entity acting or purporting to act on his behalf, (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which he purported to have any ownership interest or over which he purported to exercise any degree of control, including its/their predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

15. The term “**Moulton**” means Sean Moulton and/or Roy Moulton , including, but not limited to, the Moulton Law Office and/or any individual or entity acting or purporting to act on his/their/its behalf, (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which he/they/it purported to have any ownership interest or over which he/they/it purported to exercise any degree of control, including his/their/its predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

16. The term “**Person**” includes natural persons, proprietorships, partnerships, firms, corporations, institutions, bodies, joint ventures, estates, trusts, receivers, public corporations, other forms of legal entity, municipal corporations, federal, state and local governments, all departments and agencies thereof, and any other governmental agencies, political subdivisions, groups, associations or organizations, and any other group or combination acting as an entity.

17. The terms “**possession**,” “**custody**,” or “**control**” include the joint or several possession, custody or control not only by the person or entity to whom these requests are directed, but also the joint and several possession, custody or control by each or any other person or entity acting or purporting to act on behalf of said person or entity, whether as an employee, attorney, accountant, agent, sponsor, spokesperson, or otherwise.

18. The term “**Property**” means the real property commonly referred to as the Teton River Canyon Ranch a/k/a Linderman Ranch a/k/a Action River Canyon Ranch located in Teton and Madison Counties, Idaho.

19. The phrase “**Related to**” means directly or indirectly, concerning, referring to, reflecting, describing, evidencing, constituting, pertaining to, arising out of or in connection with, or in any way legally, logically or factually be connected with the matter discussed.

20. The phrase “**Relevant Period**” includes the period from March 31, 2004 through and including the date of this Request (unless otherwise stated herein).

21. The phrase “**Stoel Rives**” means the law firm of Stoel Rives, LLP including, but not limited to, its partners, associates, of counsel and/or any individual or entity acting or purporting to act on his/their/its behalf, (past or present), and any corporation, partnership, trust, unincorporated association or other entity in which it/he/she/they purported to have any ownership interest or over which it/he/she/they purported to exercise any degree of control, including its/his/her/their predecessors, successors, parents, subsidiaries (direct or indirect), affiliates, divisions, groups and other operational or functional units, each officer, director, employee, agent, or representative of any of the foregoing entities, and each person acting or authorized to act on behalf of any of the foregoing (past or present).

III. DOCUMENTS REQUESTED

IMPORTANT-(REFER TO ABOVE DEFINITIONS FOR MEANING OF TERMS).

1. Each and every Corporate Record for Douglas Investments, LLC in the Relevant Period.
2. Each and every Corporate Record for Engler Land Investments, LLC in the Relevant Period.
3. Each and every Communication, Document, and/or Electronic Data by and between **You** and the **Debtor(s), Douglas, Douglas Investments, Engler, Engler Land Investments, Fidelity Financial, Fidelity Timber, Moulton, and/or Stoel Rives** in the Relevant Period concerning, referring to, relating to, reflecting, and/or evidencing:
 - (a) the relationship between Douglas and Douglas Investments;
 - (b) the relationship between Douglas and the Debtor(s);
 - (c) the relationship between Douglas and Engler;
 - (d) the relationship between Douglas and Engler Land Investments;
 - (e) the relationship between Douglas and Fidelity Financial;

- (f) the relationship between Douglas and Fidelity Timber;
 - (g) the relationship between Douglas Investments and the Debtor(s);
 - (h) the relationship between Douglas Investments and Engler;
 - (i) the relationship between Douglas Investments and Engler Land Investments;
 - (j) the relationship between Douglas Investments and Fidelity Financial;
 - (k) the relationship between Douglas Investments and Fidelity Timber;
 - (l) the relationship between the Debtor(s) and Engler;
 - (m) the relationship between the Debtor(s) and Engler Land Investments;
 - (n) the relationship between the Debtor(s) and Fidelity Financial;
 - (o) the relationship between the Debtor(s) and Fidelity Timber;
 - (p) the relationship between Engler and Engler Land Investments;
 - (q) the relationship between Engler and Fidelity Financial;
 - (r) the relationship between Engler and Fidelity Timber;
 - (s) the relationship between Engler Land Investments and Fidelity Financial; and
 - (t) the relationship between Engler Land Investments and Fidelity Timber.
4. Each and every Communication, Document, and/or Electronic Data by and between **You** and the **Debtor(s), Douglas, Douglas Investments, Engler, Engler Land Investments, Fidelity Financial, Fidelity Timber, Moulton, and/or Stoel Rives** in the Relevant Period concerning, referring to, relating to, reflecting, and/or evidencing:
- (a) the formation of Douglas Investments;
 - (b) the purpose or reasons for the formation of Douglas Investments;
 - (c) the corporate records of Douglas Investments;
 - (d) contributions, loans, extensions of credit and/or funding of any type to Douglas Investments;
 - (e) revenue or income of any type of Douglas Investments;
 - (f) assets and/or liabilities of Douglas Investments; and
 - (g) the operations of Douglas Investments, LLC.
5. Each and every Communication, Document, and/or Electronic Data by and between **You** and the **Debtor(s), Douglas, Douglas Investments, Engler, Engler Land Investments, Fidelity Financial, Fidelity Timber, Moulton, and/or Stoel Rives** in the Relevant Period concerning, referring to, relating to, reflecting, and/or evidencing:
- (a) the formation of Engler Land Investments;
 - (b) the purpose or reasons for the formation of Engler Land Investments;
 - (c) the corporate records of Engler Land Investments;
 - (d) contributions, loans, extensions of credit and/or funding of any type to Engler Land Investments;
 - (e) revenue or income of any type of Engler Land Investments;
 - (f) assets and/or liabilities of Engler Land Investments; and
 - (g) the operations of Engler Land Investments, LLC.
6. Each and every Communication, Document, and/or Electronic Data by and between **You** and the **Debtor(s), Douglas, Douglas Investments, Engler, Engler Land Investments,**

Fidelity Financial, Fidelity Timber, Moulton, and/or Stoel Rives in the Relevant Period concerning, referring to, relating to, reflecting, and/or evidencing: (a) the Contract; and/or (b) the Property.

7. Each and every Communication, Document, and/or Electronic Data in the Relevant Period concerning, referring to, relating to, reflecting, and/or evidencing: (a) the Contract; (b) the Debtor(s); (c) Engler; (d) Engler Land Investments; and/or (e) the Property.
8. Each and every Communication, Document, and/or Electronic Data in the Relevant Period by and between **You** and the **Debtor(s), Engler, Engler Land Investments, Fidelity Financial, and/or Fidelity Timber.**
9. Each and every Communication, Document, and/or Electronic Data in the Relevant Period by and between **You** and **Moulton and/or Stoel Rives.**
10. Each and every Communication, Document, and/or Electronic Data **You** witnessed and/or notarized to which the **Debtor(s), Engler, and/or Engler Land Investments** was a party in the Relevant Period.
11. Each and every Communication, Document, and/or Electronic Data concerning, referring to, relating to, reflecting, and/or evidencing civil, criminal, and/or international background checks or investigations in the period April 2005 through August 2007 of: (a) the **Debtor(s); (b) Engler; and/or (c) Engler Land Investments.**