

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**
www.flsb.uscourts.gov

IN RE:

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

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

CHAPTER 7

Debtor.

**NOTICE OF TAKING RULE 2004
EXAMINATION OF SUNTRUST BANK**

Robert E. Tardif, Jr., as Chapter 7 Trustee, by and through undersigned counsel, will examine the following deponent under oath at the time and place indicated:

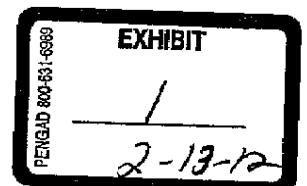
Deponent	Location	Date and Time
SunTrust Bank ¹	Gray Robinson, P.A. 201 North Franklin Street, Suite 2200 Tampa, Florida 33602	Monday, February 13, 2012 at 9:30 a.m.

The examination is pursuant to FRBP 2004, and will be taken before an officer authorized to record the testimony. The scope of the examination shall be as described in FRBP 2004 and Exhibit "A" to this Notice.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Court's CM/ECF notification to those parties who are registered CM/ECF participants in this case and (ii) was furnished by U.S. Mail on this 19th day of January 2012 to: Ulrich Felix Anton

¹ Pursuant to Fed. R. Civ. P. 30(b)(6), as incorporated by Fed. R. Bankr. P. 7030, the deponent must designate one or more officers, directors, or managing agents, or other persons who have the most knowledge with respect to matters identified in Exhibit "A."



Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. (Non-Debtor), 1217
Cape Coral Parkway, Apt. 121, Cape Coral, FL 33904.

KOZYAK TROPIN & THROCKMORTON, P.A.
Special Litigation Counsel for the Trustee
2525 Ponce De Leon, 9th Floor
Coral Gables, Florida 33134
Tel: (305) 372-1800
Fax: (305) 372-3508
Email: tr@kttlaw.com
das@kttlaw.com
jee@kttlaw.com

By: /s/ David A. Samole

Thomas A. Tucker Ronzetti
Florida Bar No. 965723
David A. Samole
Florida Bar No. 582761
Jessica E. Elliott
Florida Bar No. 89021

cc: Reif King Welch Legal Services

4097.101/334402

SERVICE LIST

**IN RE ULRICH FELIX ANTON ENGLER
CASE NO. 08-bk-04360-MGW**

9:08-bk-04360-MGW Notice will be electronically mailed to:

C Stephen Allen on behalf of Defendant Mississippi Realty Trust
csapa1@msn.com

Kirsten I. Baier on behalf of Trustee Robert Tardif
kbaier@fowler-white.com

Jeffrey P Bast on behalf of Defendant Fort Myers Lincoln Mercury, Inc.
jbast@bastamron.com, jdepina@bastamron.com; jeder@bastamron.com

Steven M Berman on behalf of Creditor FIDELITY NATIONAL FINANCIAL, INC.
sberman@slk-law.com

Alexandra D Blye on behalf of Plaintiff Robert E. Tardif, Jr., as Trustee for the Chapter 7
Bankruptcy Estates of Ulrich Felix Anton Engler and Private Commercial Office, Inc.
ablye@gjb-law.com

David C Cimo on behalf of Plaintiff Robert Tardif
dcimo@gjb-law.com, gibecf@gjb-law.com

Roberta A Colton on behalf of Attorney Ronald Neiworth
racolton@trenam.com, jicarminati@trenam.com

Robert F Elgidely on behalf of Accountant Soneet Kapila
relgidely@gjb-law.com, sanderson@gjb-law.com; vlambdin@gjb-law.com; chopkins@gjb-law.com; ablye@gjb-law.com

Joseph G Foster on behalf of Defendant Habitat For Humanity of Collier County, Inc.
jfoster@porterwright.com, smueller@porterwright.com; jpacheco@porterwright.com

Mariaelena Gayo-Guitian on behalf of Plaintiff Robert Tardif
mguitian@gjb-law.com, chopkins@gjb-law.com; ktoland@gjb-law.com; ablye@gjb-law.com

Charles G Geitner on behalf of Defendant SAI Fort Myers M, LLC
cgeitner@hinshawlaw.com, zharrington@hinshawlaw.com, tbelichki@hinshawlaw.com

Zachary A. Harrington on behalf of Defendant SAI Fort Myers M, LLC
zharrington@hinshawlaw.com

Richard Johnston on behalf of Creditor Autoquest of Southwest Florida, Inc.
richard.johnston@fowlerwhite.com, cynthia.ferguson@fowlerwhite.com;
ann.greulich@fowlerwhite.com

William Lazenby on behalf of Defendant Monex Deposit Company, L.P.
wlazenby@eandflaw.com, aboucher@eandflaw.com

Stephen R Leslie on behalf of Defendant Angelika Neumeier-Fuchs
sleslie.ecf@srbp.com, srbpecf@srbp.com; mclift@srbp.com

Peter H Levitt on behalf of Creditor JPMorgan Chase Bank, N.A.
plevitt@shutts-law.com

David T Lupo on behalf of Defendant Reiner Straub
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Helge Naber on behalf of Creditor Renate ZINK
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Ronald G Neiworth on behalf of Petitioning Creditor Anneliese Schmitt
rgn@fowler-white.com, mlf@fowler-white.com

Cory J Person on behalf of Defendant St. John the Evangelist Catholic Church
cperson@butlerpappas.com, jklages@butlerpappas.com

Heather L Ries on behalf of Interested Party Wells Fargo Bank, N.A.
hries@foxrothschild.com, mbird@foxrothschild.com

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Darrin R Schutt on behalf of Defendant Finduconsult AG
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Douglas B Szabo on behalf of Creditor Diamond District, LLC
douglas.szabo@henlaw.com, maria.figueroa@henlaw.com

Robert E Tardif

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rtardif@ecf.epiqsystems.com

Robert E Tardif, Attorney for Trustee on behalf of Plaintiff Robert Tardif

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Seth P. Traub on behalf of Creditor FIDELITY NATIONAL FINANCIAL, INC.

straub@slk-law.com, khobolth@slk-law.com

United States Trustee - FTM7

USTPRegion21.TP.ECF@USDOJ.GOV

John L Urban on behalf of Creditor Congro Finanz AG

urban@urbanthier.com, bryan@urbanthier.com; abosi@urbanthier.com; deliz@urbanthier.com;
menichiello@urbanthier.com

Mark David Schellhase on behalf of Interested Party SunTrust Bank

mark.schellhase@gray-robinson.com, fiona.johnson@gray-robinson.com

EXHIBIT "A"

I. DEFINITIONS AND INSTRUCTIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The terms "Defendant," "You," "Your," and "SunTrust" shall mean Suntrust Bank, and all of its affiliates or subsidiaries and any agents, representatives or other persons acting, or purporting to act, on behalf of Suntrust Bank.
2. "Related to" or "Relating to" shall mean directly or indirectly, refer to, reflect, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually be connected with the matter discussed.
3. "Engler Accounts" refers to the SunTrust accounts with the following account numbers: (1) 0156810004251; (2) 0156810004252; (3) 1000051506748; and (4) 1000054537617.
4. "Trustee" shall refer to Robert E. Tardif, Jr., as Chapter 7 Trustee.
5. The term "Computer" means all devices utilizing microchips to facilitate processing, analysis, or storage of data, including microcomputers (also known as personal computers), laptop computers, portable computers, notebook computers, palmtop computers (also known as personal digital assistants or PDAs), minicomputers, and mainframe computers.
6. The term "Computer System," when used in reference to any computer, includes the following information: (a) the computer type, brand, and model, and (b) the brand and version of all software, including operating system, private- and custom-developed applications, commercial applications and/or shareware.
7. The term "Communication" or "Communications" refers to any exchange of information by any means of transmission, sending or receipt of information of any kind by or through any means including speech, writings, email, documents, language (machine, foreign or otherwise) of any kind, computer electronics or Electronic Data, sound, radio or video signals, telecommunication, telephone, teletype, facsimile, telegram, microfilm, microfiche, photographic film of all types or other media of any kind. The term "Communication" also includes, without limitation, all inquiries, discussions, conversations, correspondence, emails, negotiations, agreements, understandings, meetings, notices, requests, responses, demands, complaints, or press, publicity or trade releases.
8. The term "Database" shall include the term "data bank" and shall mean and refer to any structured collection of electronic information organized into records or rows, together with all other electronic data whose presence is required to analyze and view the information in a full and meaningful way.
9. The term "Documents" as used in this Notice is coextensive with the meaning of the terms "documents" and "tangible things" in Fed. R. Civ. P. 34, and shall have the broadest possible meaning and interpretation ascribed to the terms "documents" and "tangible things"

under Fed. R. Civ. P. 34. Consistent with the above definition, the term document shall include, without limitation, any electronically stored information, including written, printed, typed, photostatic, photographed, recorded, computer-generated, computer-stored, or otherwise maintained or reproduced communication or representation, any data compilation in any form, whether comprised of letters, words, numbers, pictures, sounds, bytes, e-mails, electronic signals or impulses, electronic data, active files, deleted files, file fragments, or any combination thereof including, without limitation, all memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, projections, estimates, working papers, accounts, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of experts, opinions or reports of accountants, other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or communications of any type, including inter- and intra-office communications, questionnaires, surveys, charts, graphs, photographs, phonographs, films, tapes, discs, data cells, drums, printouts, all other compiled data which can be obtained (translated, if necessary, through intermediary or other devices into usable forms), documents maintained on, stored in or generated on any electronic transfer or storage system, any preliminary versions, drafts or revisions of any of the foregoing, and other writings or documents of whatever description or kind, whether produced or authorized by or on behalf of you or anyone else, and shall include all non-identical copies and drafts of any of the foregoing now in the possession, custody or control of you, or the former or present directors, officers, counsel, agents, employees, partners, consultants, principals, and/or persons acting on your behalf.

10. The term "Electronic Data" or "Data" means the original (or identical duplicate when the original is not available) and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind) of writings of every kind and description whether inscribed by mechanical, facsimile, electronic, magnetic, digital, or other means. Electronic Data includes, by way of example only, computer programs (whether private, commercial, or work-in-progress), 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, spreadsheets, Database files, charts, graphs and outlines, electronic mail, operating systems, source code of all types, peripheral drivers, TIF files, batch files, ASCII files, .pdf (portable document format) 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 an active file, deleted file or file fragment. Electronic Data includes any and all items stored on computer memories, hard disks, floppy disks, CD-ROMs, removable media such as Zip disks, Jaz cartridges, Bernoulli Boxes and their equivalent, magnetic tapes of all types, microfiche, punched cards, punched tape, computer chips, including, but not limited to EPROM, PROM, RAM and ROM, on or in any other vehicle for digital data storage and/or transmittal. The term Electronic Data also includes the file, folder tabs and/or containers and labels appended to, or associated with, any physical storage device associated with each original and/or copy.

11. The term "Electronic Media" means any magnetic or other storage media device used to record Electronic Data. Electronic Media devices may include computer memories, hard disks, floppy disks, CD-ROM, removable media such as Bernoulli Boxes and their equivalent, magnetic tapes of all types, microfiche, punched cards, punched tape, computer chips, including,

but not limited to EPROM, PROM, RAM and ROM, or on or in any other vehicle for digital data storage and/or transmittal.

12. The term "ESI" shall mean data including writings, drawings, emails, graphs, charts, photographs, sound recordings, images, and other data or data compilations – stored in any medium from which information can be obtained either directly or, if necessary, after translation by SunTrust into a reasonably usable form.

13. The term "Network" means any hardware and/or software combination that connects two or more Computers together and which allows the Computers to share and/or transfer Data between them. For the purposes of this definition, the connection between or among the Computers need not be either physical or direct, *i.e.*, wireless Networks, and sharing and/or transferring Data via indirect routes utilizing modems and phone company facilities. In addition, there need not be a central file or Data server nor a central Network operating system in place, *i.e.*, peer-to-peer Networks and Networks utilizing a mainframe host to facilitate Data transfer.

14. The term "Rotation" means any plan, policy or procedure that involves the re-use of an Electronic Media device after it has been used for backup, archival, or other Electronic Data storage purposes, particularly if such re-use results in the alteration and/or destruction of the Electronic Data residing on the device prior to its re-use.

15. "Relevant time period" for the purposes of these requests, except as otherwise stated in a particular request, is from July 2004 through the present.

II. DEPOSITION SUBJECT MATTER

SunTrust shall designate and produce for deposition one or more of its officers, directors, managing agents, or other persons who are knowledgeable about and consent to testify on its behalf concerning the following subject matters:

1. SunTrust's policies and practices concerning the deletion, backup, and preservation of Electronic Data, including:

- (a) The backup schedule employed by SunTrust;
- (b) The backup and preservation of Data contained on Network servers or other Network storage devices;
- (c) The backup and preservation of Data contained on non-Networked storage devices, including laptops, home Computer Systems, and local drives of Networked Computer Systems;
- (d) The backup and preservation of Data contained on the hard drives of Computer Systems no longer in active service;
- (e) The rotation or reuse of any Electronic Media used by SunTrust to backup Electronic Data;

(f) The deletion of Data from SunTrust's Computer Systems, whether by scheduled, automated, or individualized processes;

(g) System upgrades;

(h) Server upgrades; and

(i) The identity of all people with responsibility for, or the greatest knowledge of, SunTrust's policies and practices regarding the items described in (a) through (h) above.

2. SunTrust's ability to restore archived Electronic Data such that upon restoration it may be accessed, viewed, exported, or printed, and the process, time, and expense associated with undertaking the restoration of archived Electronic Data in accordance with the foregoing topic.

3. SunTrust's policies and procedures regarding backup data for current and former employees and the implementation of such policies.

4. The practices, policies, and procedures that govern or governed the maintenance, retention, preservation, or destruction of documents and communications relating to the Engler Accounts, including but not limited to the length of time documents and communications are retained, the types of documents and communications retained and not retained, and the manner in which documents and communications are kept by SunTrust.

5. The types of documents and communications created, received, or retained by SunTrust relating to the Engler Accounts, including but not limited to electronic and internet-based documents and communications.

6. SunTrust's efforts at any time, including but not limited to its efforts during the course of its business dealings with the Engler Accounts, as well as its efforts after the Engler Accounts were closed, to maintain, collect, preserve, or destroy documents relating to the Engler Accounts.

7. SunTrust's efforts and procedures relating to or undertaken in the course of responding to the subpoenas issued by the Trustee, including:

- a. the identities of all individuals from whom documents were requested and/or collected;
- b. the locations from which documents were collected;
- c. the decisions concerning whom to ask for documents and where to look for documents;
- d. the review by attorneys, employees, or agents undertaken in determining the responsiveness of individual documents;

- e. the internal monitoring of compliance with document requests; and
- f. the physical production of documents and things.

8. The length of time and the means by which emails and other electronic communications relating to the Engler Accounts are stored and retained by SunTrust.

9. SunTrust's search for and production of electronic communications, including emails, responsive to the Trustee's subpoenas.

10. The identity and actions undertaken by the SunTrust employees responsible for opening, monitoring, administering, and closing the Engler Accounts.

11. Any investigation of the Engler Accounts that was performed by SunTrust in the ordinary course of SunTrust's administration of those accounts, including but not limited to any investigation conducted by SunTrust's Compliance Department and any communications SunTrust had with other banks regarding those investigations.

12. The communications and circumstances surrounding SunTrust's decision to close the Engler Accounts.

13. SunTrust's policies and procedures established to satisfy the Bank Secrecy Act, the Patriot Act, Anti-Money Laundering regulations, and "know your customer requirements," and SunTrust's application of those policies and procedures regarding the opening, monitoring, administering, and closing the Engler Accounts.

KOZYAK • TROPIN
THROCKMORTON
ATTORNEYS AT LAW

Brett Von Borke, Esq.

bvb@kttlaw.com | 305.728.2973

March 11, 2011

VIA U.S. MAIL

Mr. Richard McDonald
Operations Analyst
SunTrust Banks Subpoena Services
7455 Chancellor Drive
Orlando, Florida 32809

Re: Reference # SS-21098 (PCO Client Management)

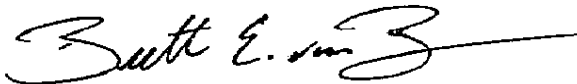
Dear Mr. McDonald:

This letter is regarding SunTrust Bank's document production in response to our subpoena dated February 7, 2011, attached hereto as Exhibit "A" and our follow-up letter dated February 14, 2011, attached hereto as Exhibit "B". We are hereby requesting the following additional responsive documents:

1. all e-mail correspondence of the personnel responsible for the accounts identified in our subpoena, including Tony Scott;
2. all internal reports related to the accounts identified in our subpoena;
3. all account opening documents; and
4. all 314B requests.

I request that SunTrust produce these documents or contact me no later than March 17, 2011.

Yours truly,



Brett E. von Borke

BvB/es
Encls.

cc: Tucker Ronzetti, Esq.

4097/101/322967.1

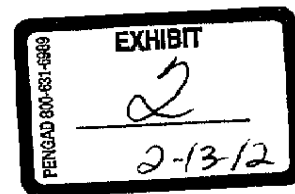


EXHIBIT “A”

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**
www.flsb.uscourts.gov

IN RE:

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

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

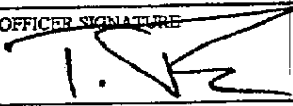
CHAPTER 7

Debtor.

SUBPOENA FOR RULE 2004 DEPOSITION DUCES TECUM
(Documents May Be Produced in Lieu of Appearance)

To: Records Custodian of
Suntrust Bank
C/O Laurie Pennington
200 South Orange Ave.
Orlando, Florida 32801

[] YOU ARE COMMANDED to appear and testify at a deposition under Bankruptcy Rule 7030 at the place, date, and time specified below.

PLACE OF TESTIMONY	DATE AND TIME
[X] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): SEE ATTACHED EXHIBIT A	
PLACE Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Blvd., 9 th Floor Coral Gables, Florida 33134 Tel.: (305) 372-1800 Fax: (305) 372-3508	DATE AND TIME February 21, 2011 10:00 am
ISSUING OFFICER SIGNATURE 	TITLE Counsel for Robert E. Tardif, Jr., as Chapter 7 Trustee
ISSUING OFFICER'S NAME (PRINT) Thomas A. Tucker Ronzetti, Esq. Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Blvd., 9 th Floor Coral Gables, Florida 33134	PHONE (305) 372-1800
	DATE 2/7/11

PROOF OF SERVICE	
DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE
DECLARATION OF SERVER	
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.</p>	
Executed on	
DATE	SIGNATURE OF SERVER
	ADDRESS OF SERVER
<p>Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure; See also Local Rule 2004-1.</p>	

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises - or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (4)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

DEFINITIONS

All references to any person includes his/her/its employees, agents, servants, subsidiaries, parent company, affiliated company and any other person or entity or Representative (as defined below) acting or purporting to act on behalf or under his/her control.

a. "Document(s)" or "Writing(s)" shall be deemed to include every record of every type, and is used in the broadest sense and includes any medium upon which intelligence or information can be recorded and further includes, but is not limited to, all originals, nonidentical copies and drafts of the following items, whether printed, handwritten, typed, recorded, or stored on any electro-magnetic storage device, or reproduced by hand, including without limitation correspondence, emails, instant messages, voicemails, memoranda, invoices, receipts, records, ledger cards or other accounting records, vouchers, checks, shop orders, diaries, calendars, instructions, summaries of personal conversations or interviews, minutes or records of meetings or conferences, transcripts, opinions or reports of consultants, projections, drafts, contracts, agreements, confirmations, statistical statements, studies, telegrams, telexes, books, notes, reports, logs, diaries, tape recordings, video cassettes and data compilations from which information can be obtained, charts, photographs, notebooks, drawings, plans, printed materials of any kind, charts and interoffice communications, and any other writing of whatever description, including but not limited to any information contained in any computer, or represented by a computer program, signed or unsigned, regardless of whether approved, signed, sent, received, redrafted, or executed, studies, work papers, handwritten notes, drafts, demands, charts, papers, prints, laboratory records, drawing sketches, diagrams, forms, graphs, indexes, lists, tapes, photographs, microfilms, data sheets, data processing cards, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced and reproduced.

b. The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

c. "Date" shall mean the exact date, month and year, if ascertainable, or, if not, the best approximation of the date (based upon relationship with other events).

d. "Agreement" shall mean all agreements, contracts, undertakings or other arrangements, whether oral, written, nonfinal, enforceable, superseded or modified by subsequent agreements.

e. The "Engler Entities" shall mean Ulrich Felix Anton Engler, Private Commercial Office, Inc., and PCO Client Management, Inc.

f. "Communication" means any oral or written statement, dialogue, colloquy, discussion or conversation, and also means any transfer of thoughts or ideas between persons by means of documents and includes any transfer of data from one location to another by electronic or similar means.

g. "Representative" means any and all agents, employees, servants, officers, directors, attorneys, or other persons acting or purporting to act on behalf of the person in question.

h. "Evidencing" means having a tendency to show, prove or disprove.

i. With respect to "Documents," the term "Identify" means: 1) state the author or writer thereof and the parties thereto; 2) state its title or other identifying data; 3) state the date of the document or if no date; 4) state the exact nature and substance thereof; 5) identify each person having possession, care, custody or control of the original and copies thereof; and 6) if such document was, but no longer is in your possession or subject to your control, state what disposition was made of it and who is in control of same.

j. With respect to "Person," the word "person" shall mean any natural person individual, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, legal or business entity, or group of natural persons, or other entity, whether *sui juris* or otherwise and includes both the singular and plural.

k. "You" or "Your" shall mean Suntrust Bank, and all of its affiliates or subsidiaries and any agents, representatives or other persons acting, or purporting to act, on behalf of Suntrust Bank.

l. "Control" means in your possession, custody or control or under your direction, and includes in the possession, custody or control of those under the direction of you or your employees, subordinates, counsel, accountant, consultant, expert, parent or affiliated corporation, and any person purporting to act on your behalf.

m. "Related to" or "Relating to" shall mean directly or indirectly, refer to, reflect, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually be connected with the matter discussed.

n. "Pertain to" or "Pertaining to" means relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, rebuts, controverts, or contradicts.

o. "Reflect" or "Reflecting" means reveals, exposes, suggests, signals, indicates, shows, displays, describes, manifests, or exhibits.

p. "Refers" or "Referring to" means pertaining to, allude to, direct attention to, impute, ascribe, belong to, and/or arise out of or in connection with, or in any way legally, logically, or factually be connected with the matter discussed.

q. "Concern" or "Concerning" means relate to, affect, involve, be connected with, have to do with, affect, be connected to, refer to, mentions, rebuts, refute, deny, invalidate, and/or disprove.

r. "Agent" shall mean any agent, employee, officer, director, attorney, independent contractor or any other person acting at the direction or on behalf of another.

s. "Bank account" or "accounts" shall mean any and all types of bank accounts including but not limited to trust accounts, IOTA accounts, escrow accounts, demand deposit accounts, certificate of deposit accounts, checking accounts, and savings accounts.

- t. "Employee" or "employees" refers to both current and former employees.
- u. "Engler" means Ulrich Felix Anton Engler, a.k.a. Richie Engler, or any agents, representatives, attorneys, or other persons acting or purporting to act on his behalf.
- v. "Neumeier" means Angelika Neumeier, a.k.a. Angelika Neumeier-Fuchs, Angelika Matzner-Fuchs, Angelika Josefa Neumeier Fuchs, or any agents, representatives, attorneys, or other persons acting or purporting to act on his behalf.
- w. "PCO" means Private Commercial Office, Inc., or any agents, representatives, attorneys, or other persons acting or purporting to act on its behalf.
- x. "PCOM" means PCO Client Management, Inc., or any agents, representatives, attorneys, or other persons acting or purporting to act on its behalf.
- y. "Check kiting" refers to the act of taking advantage of the float to make use of non-existent funds in a checking or other bank account. In other words, the act of intentionally writing a check for a value greater than the account balance from an account in one bank, then writing a check from another account in another bank, also with non-sufficient funds, with the second check serving to cover the non-existing funds from the first account.
- z. "Funds flow report" means a report which reflects the total debits and credits flowing through a particular account over a specific period (e.g. thirty days).
- aa. "Debtor" means the Engler Entities.
- bb. "Relevant time period" for the purposes of these requests, except as otherwise stated in a particular request, is from July 2004 through the present.

EXHIBIT A
INSTRUCTIONS

(1) All documents produced pursuant hereto are to be produced as they are kept in the usual course of business or shall be organized and labeled (without permanently marking the item produced) so as to correspond with the categories of each numbered request hereof.

(2) Each draft, final document, original, reproduction, and each signed and unsigned document and every additional copy of such document where such copy contains any commentary, note, notation or other change whatsoever that does not appear on the original or on the copy of the one document produced shall be deemed and considered to constitute a separate document.

(3) If any of the documents encompassed by the attached request for production of documents is/are deemed by you to be privileged, furnish all non-privileged documents and provide a log outlining all documents claimed as privileged which includes: (a) the type of privilege claimed for each document; (b) a brief description of the document; (c) the author of the document sufficient to identify it; (d) the recipient (if any); and (e) the date of the document.

(4) When appropriate, the singular form of a word should be interpreted in the plural as may be necessary to bring within the scope hereof any documents which might otherwise be construed to be outside the scope hereof.

(5) In addition to documents currently in Your possession, custody or control, You are to produce all documents within the scope of these requests that are not currently in Your possession, custody or control but can be obtained through reasonable effort.

(6) Unless another time period is specified, this Subpoena is addressed to documents created since July 2004 through the present.

DOCUMENTS REQUESTED

1. Any and all documents concerning, referring, relating to, reflecting, and/or evidencing the opening of (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748 and (4) Suntrust Bank Account Number 1000054537617, including but not limited to, any and all signature cards and powers of attorney.
2. Each and every 314B Request concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
3. Each and every Investigation Case Summary concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
4. Each and every Report of International Transportation of Currency or Monetary Instruments (FinCEN Form No. 105) concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
5. Each and every Report of Foreign Bank and Financial Accounts (Department of the Treasury Form No. 90-22.1) concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
6. Each and every Form 8300 concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
7. Each and every Monetary Instrument Log concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
8. Each and every transaction monitoring report concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
9. Each and every document concerning, referring, relating to, reflecting and/or evidencing the Financial Institution's compliance with the USA Patriot Act and Bank Secrecy

Act/Anti-Money Laundering rules/regulations with respect to Ulrich Felix Anton Engler, Private Commercial Office Inc., PCO Client Management, Inc., and/or Neumeier.

10. Any and all documents pertaining to any USA Patriot Act and/or Bank Secrecy Act/Anti-Money Laundering compliance, or deficiencies in compliance, identified by Suntrust Bank during the Relevant Time Period.
11. Any and all IRS Form 4789 Currency Transaction Reports (herein "CTR") pertaining to, concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
12. Any and all US Customs Form 4790 Reports of International Transportation of Currency or Monetary Instruments (herein "CMIR") pertaining to, concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; (4) Suntrust Bank Account Number 1000054537617.
13. Any and all Designation of Exempt Person Form TDF 90-22.53 filed by Suntrust Bank pertaining to the Engler Entities, Engler, and/or Neumeier.
14. Any and all funds transfer records concerning, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
15. Any and all requests by the Engler Entities, Engler, and/or Neumeier to Suntrust Bank to be exempted from any reporting or record keeping requirements.
16. Any and all requests for information by Suntrust Bank to the Engler Entities, Engler and/or Neumeier concerning the sources of funds deposited into (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
17. Any and all written estimations of anticipated account activity and customer income source for (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
18. Any and all documentation demonstrating Suntrust Bank's consideration of the source of funds used to open (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
19. Any and all bank account statements, checks, deposit slips, deposit items, debit and credit tickets, wire advices associated with any incoming or outgoing wire transfers, and other

documentation demonstrating account activity for (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.

20. All email communications pertaining to, concerning, referring, relating to, and/or reflecting (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; (4) Suntrust Bank Account Number 1000054537617, or their account holders, or Ulrich Felix Anton Engler, Private Commercial Office, Inc., PCO Client Management, Inc., and/or Neumeier.
21. Any and all Suntrust Bank policies and procedures pertaining to wire transfers.
22. Any and all records concerning operations, maintenance, directives, authority, and terms and conditions of operation, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
23. Documents sufficient to show any commissions, fees, payments or benefits received with respect to (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748 and (4) Suntrust Bank Account Number 1000054537617.
24. Documents sufficient to show any commissions, fees, payments or benefits received by any employees of Suntrust Bank having responsibility for (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
25. All documents provided to any federal, state or local governmental agencies, including the Federal Bureau of Investigation, the Department of Justice, or the Securities Exchange Commission, in connection with any proceeding or investigation of the Engler Entities, Engler and/or Neumeier and/or (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
26. All weekly balance fluctuation reports pertaining to (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
27. All weekly "check kiting" reports pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.

28. All insufficient funds reports, or overdraft reports, pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
29. All weekly or monthly overall wire activity detail reports, including but not limited to wire reviews, pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
30. All weekly ACH transaction activity reports pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
31. All funds flow reports, which should include the name of the customer, account number, date of transaction, dollar amount of payments (debits), dollar amount of receipts (credits), average balance of the account, and type of account, pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
32. All documents, including memoranda or other writings, prepared by Suntrust Bank pertaining to, referring, relating to, reflecting, and/or evidencing (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
33. All documents pertaining to, referring, relating to, reflecting, and/or evidencing, any review, concerns or investigations of (1) Suntrust Bank Account Number 0156810004251; (2) Suntrust Bank Account Number 0156810004252; (3) Suntrust Bank Account Number 1000051506748; and (4) Suntrust Bank Account Number 1000054537617.
34. Each and every statement, report or other document concerning, referring, relating to and/or evidencing loans or other extensions of credit to the Debtors, Ulrich Felix Anton Engler, Private Commercial Office, Inc., PCO Client Management, Inc., and/or Neumeier including but not limited to, promissory notes, security agreements, personal guaranties, periodic statements reflecting debits and credits related thereto, underwriting documentation, loan applications, verification of assets or income, and/or tax returns.

321869

EXHIBIT “B”

KOZYAK • TROPIN
THROCKMORTON
ATTORNEYS AT LAW

Brett Von Borke, Esq.
bvb@ktlaw.com | 305.728.2973

February 14, 2011

VIA FACSIMILE AND U.S. MAIL

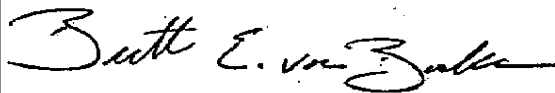
Richard McDonald
Operations Analyst
Sun Trust Banks Subpoena Services
7455 Chancellor Drive
Orlando, Florida 32809

Re: Reference # SS-21098 (PCO Client Management)

Dear Mr. McDonald:

It was a pleasure speaking with you on Friday, February 11, 2011 regarding the production of documents in the above-referenced matter. In response to our subpoena, we request that Suntrust provide us with the account opening documents, account statements, and wire transfer records for the accounts identified in our subpoena for the time period of July 2004 through the present. We authorize payment of the charges associated with the production of these documents. Thank you for your assistance in this matter.

Yours truly,



Brett E. von Borke

BEvB/es

322126

From: BRETT Von Borke
To: JEFFREY S. EDWARDS; JESSICA ELLIOTT; MARIA C. MENDEZ;
TUCKER RONZETTI
Date: 5/3/2011 2:19 PM
Subject: Fwd: PCO Case
Attachments: 22_11_06_pm_firstchina_privatcommercial_keffel_en.pdf

>>> "Barry John" <John.Barry@SunTrust.com> 5/3/2011 2:17 PM >>>
Hi Brett,

I have spoken with our fraud detection department, and they have ordered the box with this file from our retention area. Since the case was from 2008, it became inactive and was effectively sent to the archive. Until my fraud department contact receives the box, there's not a lot SunTrust can do.

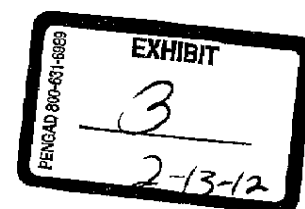
However, my contact does recall this case and remembers that SunTrust had been 'tipped off' by American Express. It appears that a number of financial institutions were sharing information with each other about this company. The attached press release eventually came to light during this information sharing process.

I would propose re-scheduling your hearing for next week. This would give my guy enough time to at least go through the box and see what we have.

Call me and let me know your thoughts - 407.237.5338.

Thanks,

John



GRAY ROBINSON

ATTORNEYS AT LAW

201 N. FRANKLIN STREET (33602)

P.O. BOX 3324

TAMPA, FLORIDA 33601-3324

TEL 813-273-5000

FAX 813-273-5145

FORT LAUDERDALE

JACKSONVILLE

KEY WEST

LAKELAND

MELBOURNE

MIAMI

NAPLES

ORLANDO

TALLAHASSEE

TAMPA

813-273-5048

DAVID.HENDRIX@GRAY-ROBINSON.COM

July 22, 2011

bvb@kttlaw.com

Brett E. Von Borke, Esquire
 Kozyak, Tropin & Throckmorton
 2525 Ponce de Leon Boulevard
 Floor 9
 Coral Gables, Florida 33134

Re: Ulrich Felix Anton Engler

Dear Mr. Von Borke:

Pursuant to the Court's ruling at the hearing held in this matter on July 7, 2011, please allow this to serve as SunTrust Bank's cost estimate for the documents requested by the Trustee. After you have had an opportunity to review this cost estimate, please contact me to discuss which documents the Trustee is willing to pay for, and SunTrust will produce the same after receipt of payment.

- SunTrust's policies and procedures pertaining to wire transfers:

RESPONSE: These documents will be provided at no cost.

- SunTrust's terms and conditions for the subpoenaed accounts:

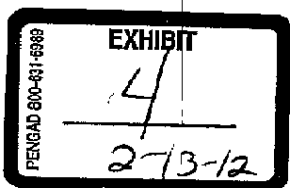
RESPONSE: This document will be produced at no cost.

- Documents sufficient to determine the fees, commissions, or benefits SunTrust derived from the subpoenaed accounts:

RESPONSE: Attached hereto as Exhibit "A" is a Notification of Estimated Charges for photocopies of the bank statements. Any fees, commissions, or benefits derived from the subject bank accounts would be included on the bank statements previously produced and those documents referenced in Exhibit "A". Therefore, the attached Notification of Estimated Charges applies to this category of documents. No other documentation exists which would reflect any such fees.

- Documents sufficient to determine the fees, commissions, payments, or benefits received by any SunTrust employee having responsibility for the subpoenaed accounts:

RESPONSE: Attached hereto as Exhibit "A" is a Notification of Estimated Charges for photocopies of the bank statements. Any fees, commissions, or benefits derived from the subject bank accounts would be included on the bank statements previously produced and those documents referenced in Exhibit "A". Therefore, the attached Notification of



GRAYROBINSON
PROFESSIONAL ASSOCIATION

July 22, 2011
Page 2

Estimated Charges applies to this category of documents. No other documentation exists which would reflect any such fees.

- All weekly balance fluctuation reports:

RESPONSE: Other than the bank statements, no other documents exist that would reflect the weekly balance of the subject accounts. Therefore, the Notification of Estimated Charges attached hereto applies to this category of documents.

- All Monetary Instrument Logs:

RESPONSE: No such documents exist. Please see the response to the Request for Form 8300s and the Transaction Monitoring Report. To the extent they exist, these would be the only documents which might contain the information sought by virtue of this request.

- Documents related to the source of funds for the subpoenaed accounts:

RESPONSE: Please see the wire transfer documents and bank statements previously produced. Additionally, the bank statements referenced in the Notification of Estimated Charges would be the only other documents which might reflect this information.

- All wire advices associated with incoming wires:

RESPONSE: Please see the wire transfer documents and bank statements previously produced. Additionally, the bank statements referenced in the Notification of Estimated Charges would be the only other documents which might reflect this information.

- All correspondence, including e-mails, that relate to the subpoenaed accounts:

RESPONSE: None.

- All weekly ACH transaction activity reports:

RESPONSE: These documents will be provided at no cost.

- All funds flow reports:

RESPONSE: No such documents exist.

- Verification of assets or income and tax returns for the principals of the subpoenaed accounts:

RESPONSE: The accounts at issue were deposit accounts. Therefore, no such information was required or collected by SunTrust and SunTrust is not in possession of any such documents.

GRAY ROBINSON
PROFESSIONAL ASSOCIATION

July 22, 2011

Page 3

- Reports of International Transportation of Currency or Monetary Instruments:

RESPONSE: Please see the wire transfer documents and bank statements previously produced. Additionally, the bank statements referenced in the Notification of Estimated Charges would be the only other documents which might reflect this information

- Reports of Foreign Bank and Financial Accounts:

RESPONSE: None.

- Form 8300s:

RESPONSE: These documents will be provided at no cost to the extent that they exist.

- Transaction Monitoring Reports:

RESPONSE: None.

- IRS Form 4789 Currency Transaction Reports:

RESPONSE: These documents will be provided at no cost to the extent that they exist.

- US Custom Form 47900 Reports of International Transportation of Currency of Monetary Instruments:

RESPONSE: These documents will be provided at no cost to the extent that they exist.

- Designation of Exempt Person Forms:

RESPONSE: These documents will be provided at no cost to the extent that they exist.

- Check kiting reports:

RESPONSE: No such documents exist.

- Insufficient Fund Reports or Overdraft Reports:

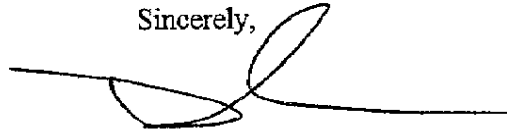
RESPONSE: No such documents exist.

GRAYROBINSON
PROFESSIONAL ASSOCIATION

July 22, 2011
Page 4

If you have any questions or concerns about this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

David S. Hendrix

AE/bwh

Enclosures

\570012\235 - # 2681590 v1

SunTrust Banks
 Subpoena Services
 7455 Chancellor Drive
 Orlando, Florida 32809

Notification of Estimated Charges
 Invoice Reference#:SS-26047

Date: 07/08/2011

Account Name: PCO CLIENT MANAGEMENT

Requested By: BRETT E. VON BORKE

Fax#: (305) 372-3508

Estimated production time: 15 -20 DAYS

Number of Accounts: 7

Description	Qty		Rate		Total
Bank Statements		Copies	\$ 0.50	per copy	\$ 0.00
Photocopies	12,500	Copies	\$ 0.50	per copy	\$6,250.00
Research/production	208.33	Hour(s)	\$25.00	per hour	\$5,208.25
Sub Total					\$11,458.25
WITNESS FEES				(PAID)	
Total					\$11,458.25

Please sign indicating agreement to pay for these records and production timeframe.

Production will begin upon receipt of returned estimate. Return by Fax to (877)-220-9403.



Richard McDonald
 Operations Analyst
 (407) 762-5572

 Attorney Signature

State of Florida: In accordance with Rule 1.351 Florida Rules of Civil Procedure, this is a formal objection to the request for production of documents and things and/or subpoena that you sent to SunTrust Bank. SunTrust Bank objects to this request for documents based on undue burden, as well as a failure to pay in advance for the reasonable costs of preparing copies of the requested documents. Above is an estimate of the costs involved in researching and duplicating the records requested, as well as an estimate of time required to produce such documents. Upon receipt of an agreement to pay fees involved in researching and duplicating such records, SunTrust Bank will begin gathering such records and produce them in approximately the time estimated above.

State of Georgia: In accordance with O.C.G.A. 9-11-45, this is a formal objection to the request for production of documents and things and/or subpoena that you sent to SunTrust Bank. SunTrust Bank objects to this request for documents and/or appearance as a witness based on undue burden, as well as a failure to abide by the requirements of O.C.G.A. 7-1-360(b). Above is an estimate of the costs involved in researching and duplicating the records requested, as well as an estimate of time required to produce such documents. Upon receipt of an agreement to pay fees involved in researching and duplicating such records, SunTrust Bank will begin gathering such records and produce them in approximately the time estimated above. Also, by signing above, you are certifying that all requirements under O.C.G.A. 7-1-360(b) have been met.

All other states: Please contact our Legal Counsel, John Barry (407-237-5338) for rules that apply to your state.

NOTE: If no response is received within 30 days from the date of this fax, we will consider the records requested are not needed and the matter has been resolved.

tabbles

EXHIBIT

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
www.flsb.uscourts.gov

IN RE:

ULRICH FELIX ANTON ENGLER;

PRIVATE COMMERCIAL OFFICE, INC.;)
and PCO CLIENT MANAGEMENT, INC.)

Debtor.

Chapter 7

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

NOTICE OF FILING

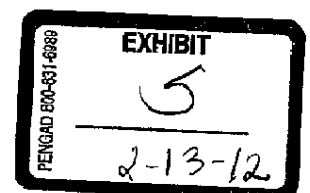
SunTrust Bank by and through its undersigned attorneys, hereby gives notice of filing the following:

1. Certification of David S.Hendrix, Esquire.

Respectfully Submitted,

GRAYROBINSON, P.A.
201 N. Franklin Street (33602)
Suite 2200
Post Office Box 3324
Tampa, Florida 33601-3324
(813) 273-5000
(813) 273-5145 (fax)
Attorneys for SunTrust Bank

/s/ Mark D. Schellhase
David S. Hendrix, Esquire
Florida Bar No. 827053
Mark D. Schellhase
Florida Bar No. 57103
Alissa M. Ellison, Esquire
Florida Bar No. 15992



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served (i) via the Court's CM/ECF notification to those parties who are registered CM/ECF participants in this case and (ii) was furnished by U.S. Mail on this ____ of July, 2011 to: Ulrich Felix Anton Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. (Non-Debtor), 1217 Cape Coral Parkway, Apt. 121, Cape Coral, FL 33904; and to David A. Samole, Esq., Kozyak, Tropin & Throckmorton, P.A., Special Litigation Counsel for the Trustee, 2525 Ponce De Leon, 9th Floor, Coral Gables, FL 33134.

/s/ Mark D. Schellhase
Mark D. Schellhase

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
www.flsb.uscourts.gov

IN RE:

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

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

Chapter 7

Debtor.

CERTIFICATION OF DAVID S. HENDRIX, ESQ.

Pursuant to this Court's Order dated July 22, 2011 granting SunTrust Bank's Emergency Motion for Reconsideration and for Relief From the Sanctions Order entered against SunTrust Bank, (Doc. 699), I, David S. Hendrix, Esquire, hereby certify as follows:


1. On July 29, 2011, I traveled to Orlando, Florida and reviewed all documents provided by SunTrust to the undersigned responsive to the subpoena dated February 7, 2011 and this Court's Order dated July 22, 2011 (Doc. 699), which could be subject to any privilege or legal prohibition.

2. Without revealing the existence or nonexistence of a Suspicious Activity Report (hereinafter "SAR"), I hereby certify that SunTrust has appropriately applied the Suspicious Activity Report privilege as found in the Annunzio-Wylie Anti-Money Laundering Act.

3. In reaching such a conclusion, I adopted the reasoning in *Regions Bank v. Allen*, 33 So. 3d 72 (Fla. 5th DCA 2010), as also adopted by this Court in the July 22, 2011 Order.

4. I hereby certify that all other documents in the possession of SunTrust that were provided to the undersigned for review, either have been provided, or will be provided (subject

to the payment of the Trustee of the cost estimate provided to the trustee on July 22, 2011) that are responsive to the February 7, 2011 subpoena and July 22, 2011 Order.



David S. Hendrix

VS70012335 - # 2692353 v1



Ivonne Lopez-Isa
Vice President

SunTrust Bank, South Florida
14050 NW 14 Street
Sunrise, FL 33323
Tel 954.838.4778
Fax 954.838.4762
ivonne.lopez-isa@suntrust.com

12516

June 28, 2007

Via certified and first-class mail

Private Commercial Office Inc
1217 Cape Coral Pkwy E Ste 121
Cape Coral, FL 33904-9604

Dear client:

I regret to inform you that SunTrust is no longer able to provide the financial services you require. As a result, we ask that you immediately close your accounts.

SunTrust continuously reviews its products, markets, and client relationships to ensure that we are able to provide the best possible client service while also meeting our corporate business objectives. There are circumstances where the company will identify a specific account relationship that no longer meets these criteria. In the best interest of our clients and SunTrust, the company will request that those accounts be closed.

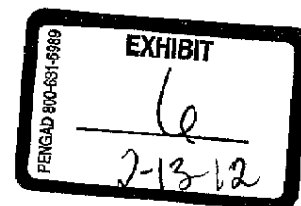
Your deposit accounts with SunTrust are governed by the *Rules and Regulations for Deposit Accounts*, a copy of which was provided to you at account opening. As stated in the *Rules and Regulations for Deposit Accounts*, "We may at any time in our discretion, refuse to open an Account, refuse any deposit, limit the amount which may be deposited, return all or any part of a deposit or close the Account without advance notice to the Depositor."

In accordance with these *Rules and Regulations*, and as a result of a recent account review, we find it necessary to discontinue our banking relationship. We must ask that you close the below listed SunTrust accounts by July 30, 2007. If you do not close the accounts by this date, we will close them for you, and either hold the proceeds until we hear from you or we may mail you a check for any collected balance. If any account is overdrawn, the overdrawn amount is a debt owed to SunTrust, and we require payment of any such debt by the aforementioned date. You will be responsible for all items, along with any associated fees, that are presented against the accounts after closure.

Specifically, we require that you close the following accounts:

0156810004251
1000051506748

You are hereby being provided notice that all of your SunTrust Treasury Management services or products are being terminated and you will no longer have the ability to use such services or products as of July 30, 2007. We recommend that you begin immediately to make arrangements to transfer these services to a new financial institution.



If you have a SunTrust Check Card, it will become inactive within ten days of the date of this letter. Further, all related deposit or account services you may have, including Online Banking, Bill Pay and Overdraft Protection, will also be discontinued at the time your account is closed. In addition, to prepare your account for closing, you may be prohibited from making any deposits into your accounts other than cash after ten days from the date of this letter. In preparation for your account closing, you should begin immediately to make other arrangements for any automated credits to, or debits from, your accounts.

We have appreciated the opportunity to have served you up to this point and regret that we will not be in a position to continue to provide you with these banking services. The decision has been reviewed by SunTrust senior management, and it is final. If I can offer any assistance in closing your accounts, you are welcome to call me at 954-838-4778.

Sincerely,

Ivonne Lopez-Isa
Vice President
Bank Operations

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 Regarding Ulrich Engler, Lexis Nexis lists a Richie Engler of 1217 Cape Coral E. Parkway, Cape Coral, FL with an SSN 360 60 2786 that was issued in Illinois which is also linked to a Robert A. Doerr, DOB: 7-9-60. According to Lexis Nexis Engler's full name is Ulrich Felix Anton Engler, with a DOB of 3-28-61.

According to the internet a Warning Notification was issued by the Austrian Financial Market Authority FMA in Vienna on November 22, 2006 as follows: "Pursuant to Article 24 para 6 of the Wertpapieraufsichtsgesetz (WAG; Austrian Securities Supervision Act) the Austrian Financial Market Authority (FMA) is entitled to inform the general public by publication in an official bulletin published nationwide that a particular company is not authorized to provide certain financial services (as stipulated in Section 1 para 1 no. 19 of the Bankwesengesetz (BWG; Austrian Banking Act)). With the announcement in the official gazette "Amtsblatt zur Wiener Zeitung" on 22 November 2006 the FMA makes use of its right and warns against doing any financial services business with the following company

Private Commercial Office, Inc, Engler, Ulrich with alleged location in 1217 Cape Coral Pkwy, #121, Cape Coral, Florida 33904, USA

Investigations Case Summary

040

Case ID 2007004817

09-Jun-08

PCO CLIENT MANAGEMENT INC-Money Laundering/Structu

CASE 2007004817

INVESTIGATION DATA SUMMARY

PCO CLIENT MANAGEMENT, INC
 430 SE 24TH STREET
 CAPE CORAL FL 33990

TIN: T205453378
 Work: 239-745-9300

DDA 2000028877271	S	OP	06272007	N	500066.85
DDA 2000031965057	S	OP	05292007	N	3759136.87

PREVIOUS SAR FILED: None

BRANCH INVOLVED:

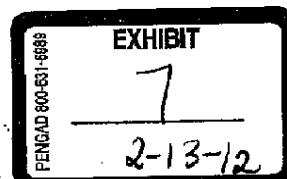
INVESTIGATIVE ACTIVITY REVIEW

This case was generated by a 314B request from Tony Scott at Suntrust bank. Scott advised Sun Trust received negative news on their customer Private Commercial Office and that their customer issued a check that was deposited into a client's Wachovia account, PCO Client Management Inc in the amount of \$7,000,000 on June 1, 2007. Private Commercial Office was the subject of a warning notification letter submitted by the Austrian Financial Market Authority following complaints received by investors in that country. Scott also advised Sun Trust had not been able to identify any specific BSA violations but recent activity with the client has led to increased suspicious. Their customer receives about \$24 million in foreign wires, mainly from Austria and Germany each month which is then wired out to individuals. The company claims to be a stock day trading/investment company. The first address Ulrich Engler, the owner of the business gave for the business was actually the address of a UPS Store. He was asked for an updated address. The new address turned out to be a private residence owned by a family who had been there for several years. He was sent a list of questions to answer about the nature of the business but has not answered. Sun Trust requested Wachovia share any information found regarding the client that might be deemed suspicious. The accounts were reviewed from the date they were opened through July 2, 2007.

There was one transfer from DDA 2000031965057 into DDA 2000028877271 of \$500,000 on June 29, 2007. There were no debits from this account.

With the exception of a \$7 million dollar check from Private Commercial Office, Inc dated 5-30-07 that was deposited into this account on 5-30-07 the day after it was opened, DDA 2000031965057 was funded entirely by wire transfers. Monies left this account via international wire transfers. During the month of June 2007 there were 1675 wire transfers from this account totaling \$10,301,639.13 and 14 transfers into the account totaling \$10,193,745.88. In July 2007 (current date is July 10, 2007) there were 1701 wire transfers from this account totaling 8,914,329.14 and 61 credits into the account totaling \$8,803,937.29. Many of these wires went back to Austria and Germany. According to the 314B request the funds into the Sun Trust account originated in Austria and Germany.

Wachovia Bank NA/2007004817



Investigations Case Summary Continuation

Case ID 2007004817

PCO CLIENT MANAGEMENT INC-Money Laundering/Structu

09-Jun-08

On July 10, 2007 contact was made with this customer's financial specialist (FS) who advised she had personally been to this customer's office space which also happened to be her (signor Angelika Neumeier-Fuch's) residence. The FS advised she was told by Neumeier-Fuchs that she is from Germany and was in the process of a divorce. Neumeier said she always wanted to start her own business and live in the US so last August (2006) she moved from Germany to Florida with her 12 year old son. Her husband soon followed but on his arrival informed Neumeier that he had a girlfriend and wanted a