

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11  
: :  
RC SOONER HOLDINGS, LLC, *et al.*,<sup>1</sup> : Case No. 10-10528 (BLS)  
: :  
Debtors. : (Jointly Administered)  
: :  
\_\_\_\_\_  
: :  
RC SOONER HOLDINGS, LLC, *et al.* and :  
OLD SOUTH APARTMENTS, LLC, :  
: :  
Plaintiffs, :  
: :  
v. : Adv. Pro. No. 10-50723 (BLS)  
: :  
REMYCO., INC.; THE REMY COMPANIES, :  
INC.; HOME REALTY VENTURES, INC.; :  
BRADFORD CREEK PROPERTIES, LLC; :  
LANDRUN DESIGN AND :  
DEVELOPMENT CO., INC.; DIAMOND :  
POINTE, LLC; BLUECHIP HOLDINGS, LP; :  
TIM L. REMY; TIM J. REMY; SHERRY E. :  
REMY; L. LEON REMY; ROBIN E. REMY; :  
SHERRY E. REMY REVOCABLE TRUST :  
DTD JULY 14, 1997; L. LEON REMY :  
REVOCABLE TRUST DTD JULY 14, 1997; :  
SPERRY VAN NESS/WILLIAM T. :  
STRANGE & ASSOCIATES, INC. and :  
MONA REMY BERKE, :  
: :  
Defendants. :

<sup>1</sup> The Debtors and the last four digits of their taxpayer identification numbers are: RC Sooner Holdings, LLC (7904); RC Brixton Square Owner, LLC (8002); RC Cedar Crest Owner, LLC (7914); RC Fulton Plaza Owner, LLC (8011); RC Magnolia Owner, LLC (7998); RC Pomeroy Park Owner, LLC (7939); RC Salida Owner, LLC (7947); RC Savannah South Owner, LLC (7983); RC Southern Hills Owner, LLC (7958); Brixton Square Apartments, LLC (1844); CC Apartments, LLC (1798); Fulton Plaza Apartments, LLC (4344); Magnolia Manor Apartments, LLC (4486); Pomeroy Park Apartments, LLC (1649); Salida Apartments, LLC (1915); Savannah South Apartments, LLC (8586); and Southern Hills Villa Apartments, LLC (1721). The business address for each of the Debtors where notices should be sent is 1515 Broadway, 11th Floor, New York, New York 10036-8901.

**NOTICE OF SERVICE OF PLAINTIFFS' SUBPOENA TO FANNIE MAE**

I, David A. Felice, hereby certify that on May 12, 2010, I caused to be served a Subpoena to Testify at a Deposition in an Adversary Proceeding on Fannie Mae, a copy of which is attached hereto as Exhibit A.

Dated: May 12, 2010  
Wilmington, Delaware

Respectfully Submitted,

Ballard Spahr LLP

By: David A. Felice  
Tobey M. Daluz, Esq. (No. 3939)  
Sean J. Bellew, Esq. (No. 4072)  
Christopher S. Chow, Esq. (No. 4172)  
David A. Felice, Esq. (No. 4090)  
919 N. Market Street, 12th Floor  
Wilmington, DE 19801  
Telephone: (302) 252-4465  
Facsimile: (302) 252-4466

*Counsel for Plaintiffs*

# **Exhibit A**

**UNITED STATES BANKRUPTCY COURT**  
for the District of Columbia

In re: : Chapter 11  
: :  
RC SOONER HOLDINGS, LLC, *et al.*,<sup>1</sup> : Case No. 10-10528 (BLS)  
: :  
Debtors. : (Jointly Administered)  
: :  
: :  
RC SOONER HOLDINGS, LLC, *et al.* and :  
OLD SOUTH APARTMENTS, LLC, :  
: :  
Plaintiffs, :  
: :  
v. : Adv. Pro. No. 10-50723 (BLS)  
: :  
REMYCO., INC.; THE REMY COMPANIES, : Pending in the United States Bankruptcy  
INC.; HOME REALTY VENTURES, INC.; : Court for the District of Delaware  
BRADFORD CREEK PROPERTIES, LLC; :  
LANDRUN DESIGN AND :  
DEVELOPMENT CO., INC.; DIAMOND :  
POINTE, LLC; BLUECHIP HOLDINGS, LP; :  
TIM L. REMY; TIM J. REMY; SHERRY E. :  
REMY; L. LEON REMY; ROBIN E. REMY; :  
SHERRY E. REMY REVOCABLE TRUST :  
DTD JULY 14, 1997; L. LEON REMY :  
REVOCABLE TRUST DTD JULY 14, 1997; :  
SPERRY VAN NESS/WILLIAM T. :  
STRANGE & ASSOCIATES, INC. and :  
MONA REMY BERKE, :  
: :  
Defendants. :

<sup>1</sup> The Debtors and the last four digits of their taxpayer identification numbers are: RC Sooner Holdings, LLC (7904); RC Brixton Square Owner, LLC (8002); RC Cedar Crest Owner, LLC (7914); RC Fulton Plaza Owner, LLC (8011); RC Magnolia Owner, LLC (7998); RC Pomeroy Park Owner, LLC (7939); RC Salida Owner, LLC (7947); RC Savannah South Owner, LLC (7983); RC Southern Hills Owner, LLC (7958); Brixton Square Apartments, LLC (1844); CC Apartments, LLC (1798); Fulton Plaza Apartments, LLC (4344); Magnolia Manor Apartments, LLC (4486); Pomeroy Park Apartments, LLC (1649); Salida Apartments, LLC (1915); Savannah South Apartments, LLC (8586); and Southern Hills Villa Apartments, LLC (1721). The business address for each of the Debtors where notices should be sent is 1515 Broadway, 11th Floor, New York, New York 10036-8901.

**SUBPOENA TO TESTIFY AT A DEPOSITION IN AN ADVERSARY PROCEEDING**

To: Federal National Mortgage Association (Fannie Mae)  
3900 Wisconsin Ave., NW  
Washington, DC 20016  
Attn. Anna E. Tilton, Legal Department

**YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is not a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment: See **Exhibit A**.

Place: Ballard Spahr, LLP 601 13th Street, NW Suite 1000 South Washington, DC 20005-3807	Date and Time: June 2, 2010 at 10:00 a.m.
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Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See **Exhibit A**.

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45(d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: May 12, 2010

CLERK OF COURT

OR

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

David A. Felice  
Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing Plaintiffs, who issues or requests this subpoena, are: David A. Felice, Ballard Spahr, LLP, 919 North Market Street, Suite 1201, Wilmington, Delaware 19801, 302.252.4465.

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the subpoena on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the subpoena at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_,  
a person of suitable age and discretion who resides there, on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the subpoena on *(name of individual)* \_\_\_\_\_,  
who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the subpoena unexecuted because \_\_\_\_\_; or

Other *(specify)*:

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

### (c) Protecting a Person Subject to a Subpoena.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

#### (2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

#### (3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

### (d) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding 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 for a protective order, the person responding must show that the information 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) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena 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; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) *Contempt.* The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

## EXHIBIT A

### Definitions

1. The term "Plaintiffs" shall mean and refer to the debtors and debtors in possession (collectively, "Debtors") in these chapter 11 cases and Old South Apartments, LLC.
2. The terms "Fannie Mae" "You" or "Your" shall mean and refer to Federal National Mortgage Association, the holder and mortgagee under all of the loans and mortgages for the Apartment LLCs (defined below) except for Old South Apartments, LLC.
3. The term "Defendants," shall mean and refer to RemyCo., Inc., The Remy Companies, Inc., Home Realty Ventures, Inc., Bradford Creek Properties, LLC, Landrun Design and Development Co., Inc., Diamond Pointe, LLC, Bluechip Holdings, LP, Tim L. Remy, Tim J. Remy, Sherry E. Remy, L. Leon Remy, Robin E. Remy, Sherry E. Remy Revocable Trust DTD July 14, 1997, L. Leon Remy Revocable Trust DTD July 14, 1997, Mona Remy Berke and Sperry Van Ness/William T. Strange & Associates, Inc., individually and collectively, and all their subsidiaries, parent companies, employees, agents, officers, directors, or assigns, and to any other person that is acting or has ever acted for them or on their behalf (including attorneys), or any person on whose behalf they acted.
4. The phrase "Apartment LLCs" shall mean and refer to Brixton Square Apartments, LLC; CC Apartments, LLC; Fulton Plaza Apartments, LLC; Magnolia Manor Apartments, LLC; Pomeroy Park Apartments, LLC; Salida Apartments, LLC; Savannah South Apartments, LLC, Southern Hills Villa Apartments, LLC, and Old South Apartments, LLC.
5. The phrase "RC LLCs" shall mean and refer to RC Brixton Square Owner, LLC; RC Cedar Crest Owner, LLC; RC Fulton Plaza Owner, LLC; RC Magnolia Owner, LLC; RC Pomeroy Park Owner, LLC; RC Salida Owner, LLC; RC Savannah South Owner, LLC and RC



Southern Hills Owner, LLC, Southern Hills Villa Apartments, LLC, and RC Old South Owner, LLC.

6. The term "Apartments" shall mean and refer to the nine separate apartment complexes comprising approximately 796 multi-family residential units for lease in Oklahoma currently owned by the Apartment LLCs.

7. The phrase "Apartment LLC Sales" shall mean and refer to the sale and transfer by the Parties to the RC LLCs of 100% of the membership interests of the Apartment LLCs.

8. The term "Agreements" shall mean and refer to the nine limited liability purchase agreements entered into on or about October 29, 2009 by certain Defendants and each of the RC LLCs whereby 100% of the membership interests of the Apartment LLCs was sold and transferred to the RC LLCs.

9. The phrase "Fannie Mae Loans" shall mean and refer to the loans and mortgages for the Apartments and Apartments LLCs held by Fannie Mae.

10. The phrase "Forbearance Agreements" shall mean and refer to the agreements entered into on or about November 19, 2009 between certain Defendants and You whereby those Defendants acknowledged a default of the Fannie Mae Loans and agreed to obligate many of the Apartment LLCs to pay forbearance payments.

11. The term "Servicers" shall mean and refer to any third-party individual or entity You employed to act for you or on Your behalf with respect to any aspect of Fannie Mae Loans or with the Apartments or the Apartments LLCs.

12. The term "Petitions" shall mean and refer to the Petitions You filed in District Court in and for Tulsa County, Oklahoma against the Apartment LLCs and certain other "Remy" defendants.

13. The term "communications" includes any attempted transmittal of information (in the form of facts, ideas, inquiries, or otherwise), whether orally or in writing, or by any other means or medium.

14. The verb "relate" and its variants encompass the terms "refer," "reflect," and "concern," and shall be construed to bring within the scope of the Interrogatory all documents that comprise, evidence, constitute, describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of, the subject matter of the request, including but not limited to all documents that reflect, record, memorialize, discuss, evaluate, consider, review, report, support, demonstrate, show, study, describe, analyze, embody, mention, contradict, or result from the matter specified, or otherwise evidence, the existence of the subject matter of the request.

15. The connectives "and" and "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory all information that might be otherwise be construed to be outside the scope of the request.

16. The terms "all," "any," "each" and "every" shall be construed as both "each" and "every" to bring within the scope of the Interrogatory all information that might be otherwise be construed to be outside the scope of the request.

### **Instructions**

1. You are instructed to designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on Your behalf about information known or reasonably available to You.

2. You are instructed to provide information and identify documents in Your custody, possession or control and in the custody, possession or control of Your employees, agents, representatives, attorneys, accountants, investigators, experts, or other persons or entities acting on Your behalf.

3. If any form of privilege or other protection from disclosure is claimed as a ground for withholding a document requested to be produced or identified, set forth with respect to the document the date, title, identity of the author, subject matter and each and every fact or basis on which You claim Your privilege, with sufficient specificity to permit the Court to make a determination as to whether the claim of privilege is valid.

4. If any of the documents requested were, but are no longer, in Your possession or subject to Your control, state whether the document (a) is missing or lost; (b) has been destroyed; (c) has been transferred voluntarily or involuntarily to any other person or entity; or (d) has been otherwise disposed of, and, in each instance, explain the circumstances surrounding the authorization thereof and identify any persons having any knowledge of such disposition, identify the persons responsible for such disposition, and provide a description of the nature, content, date, author(s), and recipient(s) of each document.

5. Where a responsive document has been destroyed or is alleged to have been destroyed, state the reasons for its destruction, the names of the persons having any knowledge of its destruction, and the names of the persons responsible for the destruction.

6. If any request is objected to on grounds of overbreadth, You are instructed to respond to the request as narrowed to conform to Your objection within the time specified herein.

7. These requests are to be deemed considered continuing in nature, and, therefore, answers should be modified or supplemented as You obtain further or different information.

8. The applicable date range for these Document Requests is January 1, 2008 through the present.

### **SUBJECT AREAS FOR DEPOSITION**

1. Your document retention policy.
2. The Fannie Mae Loans.
3. The Forbearance Agreements.
4. Your interaction with any one or more of the Defendants.
5. The Servicers' interaction with any one or more of the Defendants.
6. The Petitions.
7. The information contained in the documents identified below.
8. Your efforts to search for, retrieve and produce documents or other information responsive to this subpoena.

### **DOCUMENT REQUESTS**

9. Any agreements by, between or amongst You and any one or more of the Defendants relating to the Apartments, the Apartment LLCs or the RC LLCs.
10. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Apartments, the Apartment LLCs or the RC LLCs.
11. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Apartment LLC Sales.

12. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Agreements.
13. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to Daniel Gordon.
14. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Fannie Mae Loans.
15. All documents or other communications by, between or amongst You and any one or more of the Servicers.
16. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Forbearance Agreements.
17. All documents or other communications by, between or amongst You and any one or more of the Defendants relating to the Petitions.
18. All documents or other communications by, between or amongst You and Defendants RemyCo., Inc., The Remy Companies, Inc., Home Realty Ventures, Inc., Bradford Creek Properties, LLC, Landrun Design and Development Co., Inc., Diamond Pointe, LLC, Bluechip Holdings, LP. or Sperry Van Ness/William T. Strange & Associates, Inc.
19. All documents or other communications by, between or amongst You and Tim L. Remy, Tim J. Remy, Sherry E. Remy, L. Leon Remy, Robin E. Remy or Mona Remy Berke.
20. All valuations, appraisals, or other surveys of the Apartments made known to You or created by You at any time.
21. All occupancy statistics for the Apartments made known to You or created by You at any time.

**CERTIFICATE OF SERVICE**

I, David A. Felice, Esquire, do hereby certify that, on May 12, 2010, I electronically filed the foregoing with the Clerk of Court using CM/ECF which will send notification of such filing to counsel of record. I also caused to be served a copy of the foregoing to be served on the following counsel of record, as indicated:

*Via Hand Delivery*

Natalie D. Ramsey, Esquire  
Montgomery, McCracken, Walker & Rhoads  
1105 North Market Street, 15th Floor  
Wilmington, DE 19801

Gary H. Kaplan, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
1220 N. Market Street, 5th Floor  
Wilmington, DE 19801

Dated: May 12, 2010  
Wilmington, Delaware

By: David A. Felice  
David A. Felice, Esquire (No. 4090)