

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
RC SOONER HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 10-10528 (BLS)
	:	
Debtors.	:	(Jointly Administered)
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RC SOONER HOLDINGS, LLC, <i>et al.</i> 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.	:	

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<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.

## **PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION**

RC Sooner Holdings, LLC (“Sooner Holdings”) and certain direct and indirect subsidiaries of Sooner Holdings as debtors and debtors in possession (collectively, “Debtors”) in these chapter 11 cases and Old South Apartments, LLC (together with the Debtors, “Plaintiffs”) hereby request that 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, 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, and Mona Remy Berke (collectively, the “Defendants”) respond to each request for production of documents and produce responsive documents no later than May 19, 2010.

### **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 “Defendants,” “You” or “Your” 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, and Mona Remy Berke, 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.

3. The term “Petition Date” shall mean February 22, 2010.
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 unites 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 term “Closing Date” shall mean October 29, 2009.
10. The phrase “Fannie Mae” shall mean and refer to Federal National Mortgage Association, the holder and mortgagee under all of the loans and mortgages for the Apartment LLCs except for Old South Apartments, LLC.

11. The phrase “Fannie Mae Loans” shall mean and refer to the loans and mortgages for the Apartments and Apartments LLCs held by Fannie Mae.

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

13. The term “Insider” shall mean and refer to a director, officer, general partner, trustee, beneficiary, person in control or member of any of the Defendants, the relative of any of the Defendants, a partnership in which any of the Defendants is or was a general partner, or a corporation or other entity of which any of the Defendants is or was a director, officer, general partner, trustee, beneficiary or person in control, or the managing agent of any of the Defendants.

14. The term “Affiliate” shall mean and refer to any entity or individual that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities of any of the Defendants or any entity or individual whose business and substantially all of its property is operated by any of the Defendants.

15. The term “document” shall have the broadest meaning permitted by the Federal Rules of Bankruptcy Procedure and includes, without limitation, all originals, copies (if the originals are not available), non-identical copies (whether different from the original because of underlining, editing marks, notes made on or attached to such copy or otherwise) and drafts of the following items, whether printed or recorded (through a sound, video or other electronic, magnetic or digital recording system) or reproduced by hand, whether or not claimed to be privileged or confidential, including but not limited to letters, correspondence, telegrams, telexes, memoranda, records, diaries, summaries of personal conversations or interviews, expressions or

statements of policy, lists of persons attending meetings or conferences, reports or summaries of meetings, minutes or records or notes of meetings or conferences, reports or summaries of investigations, opinions of counsel, reports or summaries of either negotiations within or without the corporation or preparations for such, note pads, postcards, "Post-It" notes, stenographic notes, notes, notebooks, opinions or reports of financial advisors or consultants, opinions or reports of experts, projections, financial or statistical statements or compilations, contracts, agreements, appraisals, analyses, purchase orders, bills of sale, confirmations, publications, articles, books, pamphlets, circulars, microfilm, microfiche, reports, studies, logs, surveys, reports to shareholders, instruments, circulars, press releases, drafts of any document, accounts, diaries, calendars, appointment books, maps, charts graphs, bulletins, photostats, speeches, brochures, manuals, data sheets, pictures, photographs, illustrations, blueprints, films, drawings, plans, tape recordings, videotapes, disks, diskettes, data tapes or readable computer-produced interpretations or transcriptions thereof; electronic communications including but not limited to email and/or text messages, voice mail messages, telegraphic messages, faxes, interoffice communications, advertising, packaging and promotional materials, and any other writings, papers and tangible things of whatever description whatsoever, including but not limited to any information contained in any computer, server, mainframe, or other storage device (including (i) information on or in computer memory, (ii) information on or in computer or network backup files, and (iii) information that has been "deleted" or "erased" but is recoverable) whether located on-site or at an off-site facility, within your possession, custody or control. Any comment or notation appearing on any document, and not a part of the original text, is to be considered a separate "document."

16. 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.

17. The verb “relate” and its variants encompass the terms “refer,” “reflect,” and “concern,” and shall be construed to bring within the scope of the Document Request 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.

18. The connectives “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of the Document Request all information that might be otherwise be construed to be outside the scope of the Request.

19. The terms “all,” “any,” “each” and “every” shall be construed as both “each” and “every” to bring within the scope of the Document Request all information that might be otherwise be construed to be outside the scope of the Request.

## **INSTRUCTIONS**

1. 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.

2. As the Document Requests relate to electronic document, in addition to producing the document images, you are to produce any “metadata” associated with those electronic documents.

3. You are to produce entire documents, including attachments, enclosures, cover letters, memoranda and appendices.

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 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.

7. If any Document 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.

8. These Document Requests are to be considered continuing in nature, and, therefore, answers and document production should be modified or supplemented as you obtain further or different information.

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

### **DOCUMENT REQUESTS**

1. Produce any and all financial and accounting statements that relate to the operation of the Apartment LLCs.

2. Produce any and all communications or other documents between You and any financial institution (including, without limitation, Bank of the West and Fannie Mae) that relate to the Apartment LLCs or RC LLCs.

3. Produce any and all communications or other documents sent or received by You that relate to the Fannie Mae Loans, including, but not limited to, the Forbearance Agreements.

4. Produce all tax returns prepared and/or filed on behalf of the Apartment LLCs, including all supporting forms.

5. Produce any and all employment agreements or management agreements related to the Apartment LLCs, including but not limited to employment or management agreement between the Apartment LLCs and any of the Defendants.

6. Produce all documents that relate to any payments, transfers, disbursements or gifts made by, or on behalf of, the Apartment LLCs during the four (4) years preceding the Petition Date, whether or not such transfer was to a creditor, an Affiliate, or an Insider.



7. Produce all documents you executed on behalf of any of the Debtors or in the name of any of the Debtors on or after the Closing Date.

8. Produce any and all documents relating to and losses from fire, theft or other casualty by the Apartment LLCs within the year preceding the Petition Date.

9. Produce any and all documents relating to any setoffs made by any creditor, including a bank, against a debt or deposit of any of the Debtors within the ninety (90) days preceding the Petition Date.

10. Produce any and all documents relating to or identifying all bookkeepers and accountants who kept or supervised the keeping of books and records of the Apartment LLCs within two (2) years preceding the Petition Date.

11. Produce any and all documents relating to or identifying all firms or individuals who audited the books and records or prepared a financial statement on behalf of the Apartment LLCs in the two (2) years preceding the Petition Date.

12. Produce any and all inventories or surveys taken of the Apartment LLCs' property.

13. Produce any and all documents relating to or identifying all member withdrawals (including the managing member) within the year preceding the Petition Date.

14. Produce any and all documents relating to or identifying all member capital, cash or collateral withdrawals within the year preceding the Petition Date.

15. Produce any and all appraisals, assessments or other valuation documents relating to one or more of the Apartments or Apartment LLCs.

16. Produce any and all documents, including, without limitation, bank records and account statements, relating to security deposits held, either currently or in the past, on behalf of tenants in the Apartments.

Dated: April 26, 2010  
Wilmington, Delaware

Respectfully Submitted,

Ballard Spahr LLP

By: /s/ Sean J. Bellew

Tobey M. Daluz, Esquire (No. 3939)  
Sean J. Bellew, Esquire (No. 4072)  
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*Counsel for Plaintiffs*

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FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
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Debtors.	:	(Jointly Administered)
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v.	:	Adv. Pro. No. 10-50723 (BLS)
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**CERTIFICATE OF SERVICE**

I, Sean J. Bellew, Esquire, do hereby certify that, on April 26, 2010, I caused a true and correct copy of the forgoing *Plaintiffs' First Set of Requests for Production* 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

Dated: April 26, 2010  
Wilmington, Delaware

By: /s/ Sean J. Bellew  
Sean J. Bellew, Esquire (No. 4072)