

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF WEST VIRGINIA

IN RE:

PIN OAK PROPERTIES, LLC,

Debtor

Case No. 1:17-bk-00608
Chapter 11

**THE TRUSTEE'S DOCUMENT REQUESTS TO DIETRICH S. FANSLER AND
PIN OAK LLC PURSUANT TO BANKRUPTCY RULE 2004**

Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, Robert L. Johns, the Trustee of the Chapter 11 bankruptcy estate of the Debtor, by and through his undersigned counsel, hereby requests that Dietrich S. Fansler and Pin Oak LLC produce all Documents described below in their possession, custody or control, in accordance with the definitions and instructions set forth below.

These documents should be produced at the office of Jackson Kelly PLLC, 150 Clay Street, Morgantown, West Virginia 26507, at 12:00 p.m. on or before August 10, 2018.

DEFINITIONS

1. "Any" or "each" should be understood to include and encompass "all;" "or" should be understood to include and encompass "and;" and "and" should be understood to include and encompass "or."

2. "Communication" or "Communications" means and includes, but is not limited to, any of the following: (a) any written letter, memorandum, or other Document of any kind by mail, courier, other delivery services, telecopy, facsimile, telegraph, electronic mail, voicemail, or any other means; (b) any telephone call, whether or not such call was by chance or

prearranged, formal or informal; and (c) any conversation or meeting between two or more Persons, whether or not such contact was by chance or prearranged, formal or informal.

3. "Debtor" means Pin Oak Properties, LLC which filed a voluntary chapter 11 petition under the Bankruptcy Code commencing this Chapter 11 cases, and any of its officers, directors, attorneys, accountants, agents, employees, representatives, and other Persons acting on its behalf.

4. "Document" or "Documents" shall have the meaning prescribed by Rule 7034 of the Federal Rules of Bankruptcy Procedure, including, without limitation, any tangible thing upon which any expression, Communication or representation has been recorded by any means including, but not limited to, handwriting, typewriting, printing, photostating, photographing, videotaping, magnetic impulse, computer disks, computer storage drives, computer tapes, or mechanical, electronic or digital recording or information storage of any kind, and any non-identical copies (whether different from the original because of notes made on such copies, because of indications that said copies were sent to different individuals than were the originals, or because of any other reason), including but not limited to working papers, preliminary, intermediate or final drafts, correspondence, memoranda, electronic mail, charts, notes, records of any sort of meetings, financial calculations, diaries, reports of telephone or other oral conversations, desk calendars, appointment books, and all other writings and recordings of every kind that are in your actual or constructive possession, custody, or control.

5. "Dream Ranch" means Dream Mountain Ranch, LLC.

6. "Fansler" means Dietrich S. Fansler.

7. "Pin Oak" means Pin Oak LLC.

8. "Person" or "Persons" means all natural persons, corporations, partnerships or other business associations, and all other legal or governmental entities or associations.

9. "Relating to" and "Concerning" each mean, in addition to their usual and customary meanings, concerning, relating to, discussing, mentioning, evidencing, embodying, constituting, effecting, referring to, assessing, recording, analyzing, describing, evaluating, memorializing, about, regarding, touching upon, listing, or reflecting the matter specified in these Requests.

10. "You" or "Your" shall refer to Dietrich S. Fansler and Pin Oak and any other Person currently or formerly acting or purporting to act on such Person's behalf for any purpose whatsoever.

11. The singular form of a word shall include the plural form, and the plural form shall include the singular form.

12. The use of the present tense includes the past tense, the use of the past tense shall include the present tense, and the use of any verb in any tense shall be construed as including the use of that verb in all other tenses.

INSTRUCTIONS

1. Unless otherwise specified in any Request, the Requests seek Documents generated, transmitted or received.

2. Each Request for Documents requires the production of all Documents described herein, in your possession, custody or control, or your attorneys or their agents, employees, representatives and investigators.

3. All Documents are to be produced as kept in the usual course of business or organized and labeled to correspond to the specific Requests set forth below.

4. In responding to each Request, if any Document requested has been amended (including by an amendment and restatement), or any waiver, consent, supplement, forbearance or other similar instrument has been entered into in connection with such Document, furnish

each such amendment, amendment and restatement, waiver, consent, supplement, forbearance, or other similar instrument.

5. In responding to each Request, furnish all exhibits, schedules, annexes, appendices, or any other ancillary Documents related to each Document produced.

6. All drafts of responsive Documents must be produced, as well as all non-identical copies. Any comment, notation, or other marking shall be sufficient to distinguish Documents that are otherwise similar in appearance and to make them separate Documents for purposes of your response. Likewise, any draft, preliminary form, or superseded version of any Document is also to be considered a separate Document.

7. To the extent applicable, furnish executed versions of each Document requested.

8. The file folder or other container in which a Document is kept is deemed to be an integral part of the Document and shall be produced with the Document.

9. Each paragraph and subparagraph hereof and the definitions herein are to be construed independently, and not by or with reference to any paragraph or subparagraph or definition herein for purposes of limiting the scope of any particular Request or the subject matter thereof.

10. If, in answering these Requests, you claim any ambiguity in interpreting either these Requests or a definition or instruction applicable thereto, you shall not use such claims as a basis for refusing to respond, but shall identify as part of the response the language deemed to be ambiguous and the interpretation chosen or used in responding to the Request.

11. If any requested Document or thing cannot be produced in full, produce it to the extent possible, indicating what is being withheld and the reason it is being withheld.

12. If you object to any part of a Request, produce Documents responsive to all parts of the Request to which you do not object.

13. These Requests shall be deemed continuing so as to require supplementation if you or your attorneys or agents become aware of, receive or generate additional Documents responsive to these Requests after the time of the initial response.

14. If any Document called for by these Requests is withheld under a claim of privilege or protection, that Document need not be produced but you shall with respect to that Document:

- a) identify each Person who prepared or participated in the preparation of the Document, and the date the Document was created;
- b) identify each Person who ever sent or received the Document;
- c) state the present location of the Document and all copies thereof;
- d) describe the nature of the Document; and
- e) state the grounds asserted as the reason for non-production, and explain and substantiate the claim of privilege, so as to permit adjudication of the propriety of that claim.

15. If you are unable to locate any Document requested, state all efforts that have been made to locate it, and identify any individual who you believe is likely to possess any information regarding the present location of the Document.

16. If you know of any Documents responsive to a particular Request but cannot produce them, so state, produce the Documents within your possession, custody or control on the subject matter sought, and identify each Person whom you believe has Documents responsive to the Request.

17. All drafts of responsive Documents must be produced, as well as all non-identical copies. Any comment, notation, or other marking shall be sufficient to distinguish Documents that are otherwise similar in appearance and to make them separate Documents for

purposes of your response. Likewise, any draft, preliminary form, or superseded version of any Document is also to be considered a separate Document.

DOCUMENT REQUESTS

You are required to produce the following Documents:

1. All Documents relating to the payment of rent by tenants of the Debtor on or after June 1, 2017 (“Post-Petition Rent”).
2. All Documents relating to cash transactions involving the Debtor’s account at United Bank (0085342042) on or after June 1, 2017.
3. All Documents relating to cash transactions involving the Pin Oak account at United Bank (0088122124) on or after June 1, 2017.
4. All Documents relating to payments from Pin Oak account number 0088122124 to the Debtor on or after June 1, 2017.
5. All Documents relating to the payment of rent by tenants of the Debtor from January 1, 2013 to June 1, 2017 (“Pre-Petition Rent”).
6. All Documents relating to payment of funds from the Pre-Petition Rent or other Debtor Funds to or for the benefit of Fansler.
7. All Documents relating to payment of funds from the Pre-Petition Rent or other Debtor funds to or for the benefit of members of the family of Fansler, including his wife, his children, his wife’s children or any person married to his or his wife’s children, other than for salaries for which the Debtor deducted withholding.
8. All Documents relating to payment of funds from the Pre-Petition Rent or other Debtor funds for the purpose of acquiring equipment, machinery or assets belonging to parties other than the Debtor, including any payments made on debt incurred to purchase such machinery, equipment and assets.

9. All Documents relating to payment of funds from the Pre-Petition Rent or other Debtor funds to or for the benefit of Dream Ranch.

10. All Documents relating to the payment of funds from the Post-Petition Rent or other Debtor funds to or for the benefit of Fansler.

11. All Documents relating to payment of funds from the Post-Petition Rent or other Debtor funds to or for the benefit of members of the family of Fansler, including his wife, his children, his wife's children or any person married to his or his wife's children, other than for salaries for which the Debtor deducted withholding.

12. All Documents relating to payment of funds from the Post-Petition Rent or other Debtor funds for the purpose of acquiring equipment, machinery, or assets belonging to parties other than the Debtor, including any payments made on debt incurred to purchase such machinery, equipment and assets.

13. All Documents relating to payment of funds from the Post-Petition Rent or other Debtor funds to or for the benefit of Dream Ranch.

14. All Documents relating to payments by Fansler, the Debtor and Pin Oak to any attorney or firm of attorneys.

15. All Documents relating to the physical transfer of checks for Post-Petition Rent from United Bank to Fansler.

16. All Documents relating to Key Contracting LLC.

17. All Documents relating to transactions with Walter Edgar Cosner or Pierpont Centre Office, including without limitation, "loan on equipment and sales of property".

18. All Documents relating to any bank account held by Fansler or by Fansler and any other person from January 1, 2013 to present.

19. All Documents relating to bank statements, deposits and cancelled checks from July 1, 2016 to present in the name of Pin Oak.

20. All Documents relating to QuickBooks or any other accounting reports along with detail transactions lists from July 1, 2016 to present relating to Pin Oak.

21. All Documents relating to payments made by Pin Oak for the benefit of Dream Ranch.

22. All Documents relating to payments made by Fansler for the benefit of Dream Ranch.

23. All Documents relating to the purchase or maintenance of any equipment used at Dream Ranch or the Middletown Mall by Fansler, his wife, his children, his wife's children or any person married to his or his wife's children.

24. All Documents relating to the payment of funds from Pin Oak for the personal benefit of Fansler, his wife, his children, his wife's children or any person married to his or his wife's children.

/s/ William F. Dobbs, Jr.
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