

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA

UNITED STATES SECURITIES)
AND EXCHANGE COMMISSION,)

Plaintiff,)

v.)

) CIVIL ACTION

JOHN E. BRINKER, JR.,)

GARY J. BENTZ,)

CASTLEROCK CONSULTING, LLC,)

GUARDIAN FIRST LIMITED, INC.)

(A NEVADA CORPORATION),)

GUARDIAN FIRST LIMITED, INC.)

(A GRENADA CORPORATION),)

WELLINGTON BANK AND TRUST, LTD.,)

WELLINGTON CAPITAL HOLDINGS,)

LTD., INC.,)

WELLINGTON CAPITAL HOLDINGS, LTD.,)

WELLINGTON INTERNATIONAL)

INVESTMENTS, INC.,)

WELLINGTON FIRST INTERNATIONAL)

INVESTMENTS, INC., AND ALL)

SUBSEQUENTLY NUMBERED)

WELLINGTON INTERNATIONAL)

INVESTMENTS, INC. ENTITIES,)

Defendants,)

and)

ALPHA ADVANTAGE II, INC.,)

ELEVEN-EIGHTY-FIVE, LP AND)

STEADFAST MINISTRIES, INC.)

Relief Defendants.)

SUBPOENA DUCES TECUM

TO: The Brinker Family Trust
745 Stonehill Run
Cincinnati, Ohio 45245

You are hereby commanded to produce for inspection and/or copying on or before
June 5, 2001 at 5:00 p.m. at the offices of Kroger, Gardis & Regas, L.L.P., 111
Monument Circle, Suite 900, Indianapolis, Indiana 46204-5125, the following documents:

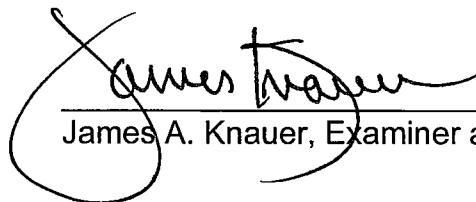
1. All Documents reflecting assets presently owned by the Trust during the preceding 5 years.
 2. All Document reflecting assets previously owned by the Trust during the preceding 5 years.
 3. All Documents reflecting any present liabilities of the Trust.
 4. All Documents reflecting the creation of the Trust and all amendments to the trust.
 5. All Documents reflecting any transfers by the Trust to or for the benefit of any one or more of the following entities or individuals:
 1. Carol Brinker
 2. Julieanne Brinker
 3. Each Defendant named in the caption of this case
 4. Each Relief Defendant named in the caption of this case
-

Note: The term "**Documents**" as used in this subpoena means the original or an identical and legible copy thereof, and all non-identical copies (whether different from the original by reason of notations made on such copies or otherwise), regardless of origin or location, of any writings or records of any type or description, however produced or reproduced, including but not limited to any papers or books, records, letters, photographs, videotapes, audiotapes, correspondence, communications, telegrams, cables, telex messages, memoranda, notes, notations, work papers, transcripts, minutes, reports and recordings of telephone or other conversations, or of interviews, conferences, or other meetings, affidavits, statements, summaries, opinions, reports, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, instructions, charges, manuals, brochures, publications, schedules price lists, client lists, journals, statistical records, desk calendars, appointment books, diaries, lists, tabulations, sound recordings, computer printouts, data processing program library, data processing input and output, electronic mail, microfilm, books of accounts, records and invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to the foregoing, and all things similar to any of the foregoing, however denominated. The term refers to all documents in your control or possession or which have been in your control or possession at any time during the past five years and includes any documents located in your files at the facility at which you work.

The term "**Trust**" as used in this subpoena means the Brinker Family Trust

Fail not under penalty of law.

Sworn to before me and subscribed to in my presence this 22 day of May, 2001



James A. Knauer, Examiner and Receiver

Attachment to Non-Party Subpoena

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(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 reasonable attorney's fees.
- (2)
 - (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible thing 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 and copying may, within 14 days after service of subpoena or before the time specified for compliance is such time is less than 14 days after service, serve upon the party of attorney designated in the subpoena written objection to inspection or copying of any and all of the designated materials of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy 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. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying 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 provision of clause (c)(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; or
 - (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 who 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 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.
- (2) 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.

AFFIDAVIT OF SERVICE

I, James A. Knauer, after being duly sworn, state that I am and at all times during the service of the foregoing subpoena was, not less than 18 years of age and not a party to the matter concerning which service was made. I further certify that the service of this notice was made on the ____ day of _____, 2001, via Federal Express (next day delivery), attention The Brinker Family Trust, 745 Stonehill Run, Cincinnati, Ohio 45245.

Under penalty of perjury, I declare that the foregoing is true and correct and is based on personal knowledge.

Date:

James A. Knauer

James A. Knauer, Esquire
Kroger, Gardis & Regas, L.L.P.
111 Monument Circle, Suite 900
Indianapolis, Indiana 46204-5125
317-692-9000 - phone
317-264-6832 - fax

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared James A. Knauer, who acknowledged the execution of the foregoing Affidavit and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2001.

My Commission Expires:

County of Residence:

Notary Public

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FedEx Express **USA Airbill** Tracking Number **825334039230**

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1 From *Please print and press hard*

Date 5/22/01 Sender's FedEx Account Number 0462-1480-3

Sender's Name Wendy Woods/JAK Phone (317) 692-9000

Company KROGER GARDIS & REGAS

Address 111 MONUMENT CIR STE 900

City INDIANAPOLIS State IN ZIP 46204

2 Your Internal Billing Reference 210180.520

3 To Recipient's Name THE BRINKER Phone ()

Company FAMILY TRUST

Address 745 STONEHILL RUN

City CINCINNATI State OH ZIP 45245

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Form ID No. **0215**

4a Express Package Service FedEx Priority Overnight FedEx Standard Overnight Next business morning Next business day

FedEx 2Day* FedEx Express Saver* Third business day

4b Express Freight Service FedEx 1Day Freight* FedEx 2Day Freight FedEx 3Day Freight Next business day Second business day

5 Packaging FedEx Envelope/Letter* FedEx Pak* Other Pkg. Includes FedEx Box, flats, tubes and customer pkg.

6 Special Handling SATURDAY Delivery SUNDAY Delivery RESTRICTIONS RESTRICTIONS RESTRICTIONS RESTRICTIONS

7 Payment Bill to: Sender Recipient Third Party Credit Card Cash/Check

Total Packages 0462-1480-3 Total Weight 0.00 Total Declared Value* 0.00

8 Release Signature Signature Signature Signature

402

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Tracking Number 825334039230
Reference Number
Ship Date
Delivered To Recipient
Delivery Location CINCINNATI OH
Delivery Date/Time 05/23/2001 16:29
Signed For By 13366911
Service Type Priority Letter

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Delivery attempt LOVELAND OH	05/23/2001 08:37	Incorrect address
On FedEx vehicle for delivery LOVELAND OH	05/23/2001 07:55	
Arrived at FedEx Destination Location LOVELAND OH	05/23/2001 07:15	
Left FedEx Sort Facility INDIANAPOLIS IN	05/23/2001 01:56	
Left FedEx Sort Facility INDIANAPOLIS IN	05/23/2001 00:50	
Left FedEx Sort Facility INDIANAPOLIS IN	05/22/2001 23:24	
Left FedEx Origin Location INDIANAPOLIS IN	05/22/2001 22:58	
Arrived at Sort Facility INDIANAPOLIS IN	05/22/2001 22:56	
Left FedEx Origin Location INDIANAPOLIS IN	05/22/2001 21:57	
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