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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:)
) CASE NO. 12-37921-sgj-7
JEFFREY BARON,) Chapter 7 Case
Debtor.)

ORAL DEPOSITION
OF
ELISSA (LISA) KATZ
INDIVIDUALLY
AND
AS CORPORATE REPRESENTATIVE
DECEMBER 13, 2013

ORAL DEPOSITION OF ELISSA (LISA) KATZ, INDIVIDUALLY
AND AS CORPORATE REPRESENTATIVE OF NOVO POINT, LLC, AND
QUANTEC, LLC, and produced as a witness at the instance
of the Receiver, Peter S. Vogel, and duly sworn, was
taken in the above-styled and numbered cause on December
13, 2013, from 9:02 a.m. to 11:43 a.m., before April C.
Presley, CSR in and for the State of Texas, reported by
machine shorthand at the law offices of Sandler Siegel,
PLLC, 6600 LBJ Freeway, Suite 183, Dallas, Texas,
pursuant to the Federal Rules of Civil Procedure and the
provisions stated on the record or attached hereto:
that the deposition shall be read and signed before any
notary public.

1 A P P E A R A N C E S

2

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1 P R O C E E D I N G S

2 THE REPORTER: It is agreed by all parties
3 that we are waiving Rule 30(b)(4)?

4 MR. FINE: Yes. That's correct.

5 THE REPORTER: Also, by the Federal Rules,
6 except --

7 MR. PAYNE: Ms. Katz is going to exercise
8 her right to a 30-day review and signature period.

9 ELISSA (LISA) KATZ,
10 having been first duly sworn, testified as follows:

11 EXAMINATION

12 BY MR. FINE:

13 Q. Ms. Katz, my name is Jeffrey Fine. I'm with
14 the Dykema Gossett law firm. And we -- our law firm
15 represents the receiver, Peter Vogel. And we've been in
16 that role, representing Peter Vogel, since July of 2012.

17 First of all, just for the record, I think
18 your given name is Elissa?

19 A. That's correct. But I haven't used it in about
20 50 years.

21 Q. Okay.

22 (Interruption in proceedings.)

23 (Mr. Urbanik entered the room.)

24 MR. URBANIK: Good morning. Sorry I'm
25 late.

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1 Q. Okay. So, Ms. Katz, I'm sorry for the
2 interruption. So your given name is Elissa,
3 E-l-i-s-s-a, Katz?

4 A. (Nods.)

5 Q. But you go by "Lisa Katz"?

6 A. Correct.

7 Q. And my understanding is that you trained in
8 mathematics at Clark University.

9 A. (Nods.)

10 Q. And then you took a law degree at Texas
11 Wesleyan University --

12 A. (Nods.)

13 Q. -- in about 1993 or so?

14 A. Uh-huh.

15 Q. I'm sorry --

16 A. Yes.

17 Q. -- ma'am -- okay. And just so that we have --

18 A. Okay.

19 Q. -- the understanding, since this deposition is
20 being transcribed, it's very important that any response
21 that anyone gives here has to be verbal. The reporter
22 cannot take down nods or waves of hands or anything like
23 that. So I'd just ask, if you could, please try to do
24 that.

25 A. Yes.

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1 Q. And my understanding is that you went to Texas
2 Wesleyan Law School. But you've never taken the Bar, or
3 you've never passed the Bar? I'm not sure which.

4 A. I have not passed the Bar.

5 Q. Okay. So you're not a licensed attorney
6 anywhere?

7 A. Correct.

8 Q. Okay. How do you make your living?

9 A. I receive Social Security, and I work as a
10 substitute teacher. And I tutor math.

11 Q. Okay. And can you tell me that -- whether you
12 are here today in response to a notice of deposition?

13 A. I am.

14 Q. Okay. And I hand you this Notice of Deposition
15 of Lisa Katz. Have you seen that before?

16 A. Yes.

17 Q. Okay. And let me just mark this as Exhibit 1.

18 (Exhibit 1 marked.)

19 Q. And, Ms. Katz, although I know that you've
20 given testimony before in the bankruptcy court, I just
21 wanted to make sure that you understand that, if you
22 don't understand a question that I ask you, you are
23 certainly welcome to ask me to repeat it. And I would
24 appreciate having an understanding with you that, unless
25 you ask me to repeat a question, then we all agree that

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1 you understand it.

2 A. Okay.

3 Q. Is that okay with you?

4 A. Yes.

5 Q. Okay. Ms. Katz, what did you do in preparation
6 for this deposition today?

7 A. I looked at some of the documents briefly that
8 I had.

9 Q. And what documents are those?

10 A. I think my management agreement. And offhand I
11 don't remember all of them. I think I looked at the
12 testimony that I gave a couple years ago. I'm trying to
13 think. I don't remember what else.

14 Q. Okay. Ms. Katz, you just mentioned testimony
15 that you gave a couple of years ago. Is that the
16 testimony that you gave November 15th, 2011, in the
17 United States Bankruptcy Court?

18 A. Yes.

19 Q. And that was in the Ondova Limited case?

20 A. Uh-huh. Yes.

21 Q. Okay. And that was testimony in regard to
22 what? Why were you there testifying?

23 A. As manager of Quantec and Novo Point.

24 Q. And let's go back for a second. When you
25 prepared for your testimony today, did you talk to

Elissa (Lisa) Katz 12/13/2013

1 anyone about preparing for today's testimony?

2 A. Not really other than being told to tell the
3 truth.

4 Q. Did you --

5 MR. PAYNE: Okay. Other than your
6 attorney, did you talk to anyone?

7 THE WITNESS: No.

8 Q. Who is your attorney?

9 A. Mr. Payne.

10 Q. Okay. Does he represent you personally?

11 A. No.

12 Q. Okay. Who does Mr. Payne represent?

13 A. Quantec and Novo Point.

14 Q. Okay. So you talked to Mr. Payne in
15 preparation for your testimony here today?

16 A. Yes.

17 Q. Okay. And are you aware that we also served a
18 notice of deposition on Quantec and Novo Point to
19 present what's called a 30(b)(6) corporate
20 representative?

21 A. I'm not aware of that.

22 Q. Okay. Besides speaking to Mr. Payne and
23 besides looking at a few documents which you described,
24 what other things did you do to prepare for the
25 deposition today?

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1 A. I don't think anything else.

2 Q. And let me ask you, since your testimony in the
3 bankruptcy court on November 15th of 2011, have you
4 given any depositions anywhere --

5 A. Not --

6 Q. -- in any matter?

7 A. -- to my knowledge, no.

8 Q. Have you appeared in any court proceedings
9 anywhere?

10 A. Yes. But in JP court, nothing to do with this.

11 Q. Nothing to do with Novo Point or Quantec?

12 A. Correct.

13 Q. Have you ever heard of an entity called The
14 Village Trust?

15 A. Yes.

16 Q. Okay. And what is that entity?

17 A. To my recollection, The Village Trust actually
18 owns Quantec and Novo Point.

19 Q. Okay. Let's get back for a second to your
20 testimony of November 15th, 2011. I think at that time
21 you testified that you had a management agreement to
22 provide certain services to Novo Point and Quantec. Is
23 that correct?

24 A. Yes.

25 Q. Are you still -- is that management agreement

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1 still in effect?

2 A. To the best of my knowledge, yes.

3 Q. Have you received any payments of anything
4 whatsoever in --

5 A. No.

6 Q. I'm sorry. I've got to finish my question.

7 A. I apologize.

8 Q. -- in regard to that management agreement?

9 A. No.

10 Q. Have you received any payments whatsoever in
11 regard to anything to do with Novo Point, Quantec, or
12 The Village Trust?

13 A. No.

14 Q. Do you know if you've ever received a W-2 or a
15 Form 1099 in regard to Quantec, Novo Point, or The
16 Village Trust?

17 A. I've never received anything.

18 Q. Again, getting back to your testimony in
19 November, 2011, I think you testified at that time that
20 you essentially were not providing any services to Novo
21 Point, Quantec, or The Village Trust. Is that correct?

22 A. Yes.

23 Q. Since that time until now, have you provided
24 any services to Novo Point, Quantec, or The Village
25 Trust?

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1 A. No.

2 Q. Do you know who the current trustee of The
3 Village Trust is?

4 A. Southpac.

5 Q. Do you know what Southpac is? I mean, is it a
6 corporation? Is it a partnership? Do you have any
7 idea?

8 A. I'm not sure.

9 Q. Okay. How do you know that Southpac is the
10 current trustee?

11 A. I know -- I saw their name on some document
12 regarding where they were appointed trustee of The
13 Village Trust.

14 Q. Do you remember what that document is?

15 A. No, I don't. It was a while back.

16 Q. That's not something you looked at in
17 preparation for today's deposition, is it?

18 A. I'm not sure. I don't think so.

19 Q. And let me ask you, have you ever spoken to
20 anyone from Southpac?

21 A. Yes.

22 Q. Okay. Can you tell me who that is?

23 A. I have spoken in the past to a Brian, I think,
24 Mason and a Narita, last name begins with C. I can't
25 remember the exact spelling of it.

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1 Q. And can you tell me -- first, let's do Brian
2 Mason. Can you tell me, when was the last time you
3 spoke to Mr. Mason?

4 A. I don't remember. I honestly don't remember.

5 Q. Was it within the year 2013?

6 A. It could have been.

7 Q. Let me ask you something. And I'm not in any
8 way trying to offend you. But are you -- do you suffer
9 from any condition, or are you on any medication that
10 would affect your memory?

11 A. No. I -- other than my age, no.

12 Q. So you can't recall if you -- or can you recall
13 if you spoke to Mr. Mason in the year 2013?

14 A. I honestly don't remember. I know I've spoken
15 to him a few times, but I can't tell you the exact
16 dates.

17 Q. And do you have a phone number for Mr. Mason?

18 A. No, I don't.

19 Q. How do you communicate with Mr. Mason?

20 A. Usually through Gary Schepps.

21 Q. Who is Gary Schepps?

22 A. Gary is an old friend of mine. And he was
23 handling litigation. He was representing Jeff Baron.
24 And I know that he recommended me to Southpac for this.
25 And I would go to his office, and that's how I would

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1 speak to Brian or Narita.

2 Q. In other words, you'd go to visit Mr. Schepps
3 at his office, and you would have a telephone conference
4 then with either Mr. Mason or Narita?

5 A. Uh-huh.

6 Q. Is that "yes"?

7 A. Yes.

8 Q. Okay. And, on those telephone calls, did
9 Mr. Schepps participate in those calls?

10 A. No.

11 Q. In other words, it was just you alone
12 speaking --

13 A. Uh-huh.

14 Q. -- on the telephone?

15 A. He might have been in the room, but he wasn't
16 participating.

17 Q. But could he hear the call?

18 A. Yes.

19 Q. Because it was on a speakerphone?

20 A. I don't recall.

21 Q. Okay. Let's try to focus back on your last
22 phone call with Mr. Mason. What was said during the
23 phone conversation?

24 A. I really don't remember. I just don't
25 remember.

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1 Q. You have no recollection at all?

2 A. Possibly something to do with, the status of
3 all the assets is still the same and that there was
4 nothing to be done.

5 Q. Did he give you any direction to do something
6 or not to do something?

7 A. No.

8 Q. Did he speak with you at all about the current
9 status of Novo Point and Quantec and The Village Trust?

10 A. Only that they were still in receivership.

11 Q. Did he tell you, essentially, to stand by:
12 "Don't do anything; stand by"?

13 A. I don't know if it was in the last conversation
14 or prior conversations, but yes.

15 Q. So either in the last conversation or prior
16 conversations, Mr. Mason told you to stand by?

17 A. Yes.

18 Q. Okay. And not to take any action?

19 A. Correct.

20 Q. Okay. Did Mr. Mason advise you or tell you,
21 during these phone conversations, to hire counsel for
22 The Village Trust?

23 A. No.

24 Q. Did Mr. Mason tell you in these conversations
25 to tell counsel for The Village Trust or Novo Point or

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1 Quantec to tell them what to do? In other words, did he
2 tell you to tell them what to do?

3 A. No.

4 Q. Do you recall having any conversation with
5 Mr. Mason in which you discussed litigation regarding
6 Novo Point, Quantec, or The Village Trust?

7 A. Only to the extent that there wasn't anything
8 to be done until the receivership was lifted or waived.

9 Q. And, of course, the receivership that you're
10 talking about is the receivership of my client,
11 Mr. Vogel, as the Receiver over Jeffrey Baron and the
12 other receivership parties?

13 A. I believe so, yes.

14 Q. Okay. Now, let me ask you -- you also
15 mentioned a woman, I believe, by the name of Narita?

16 A. Yes.

17 Q. And did you speak to Narita also in telephone
18 conferences from Mr. Schepps' office?

19 A. Yes.

20 Q. And were those telephone conferences also ones
21 in which Mr. Schepps was present in the room?

22 A. Sometimes, yes.

23 Q. And can you recall when the last time was that
24 you spoke to Narita?

25 A. No.

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1 Q. Do you recall how many times you may have
2 spoken to her?

3 A. Not exactly.

4 Q. And I'm sorry to take this out of order. But,
5 when you spoke to Mr. Mason, did you have some
6 understanding of what his role was with The Village
7 Trust?

8 A. I thought he was with Southpac.

9 Q. Did you have an understanding that Mr. Mason
10 was in charge, in other words, he was the fellow who was
11 basically in charge of The Village Trust?

12 A. I assumed that.

13 Q. And you had no reason to think otherwise,
14 correct?

15 A. Correct.

16 Q. And, when you spoke to Narita, did you have any
17 understanding of what her role was with The Village
18 Trust?

19 A. Only that she worked for -- with and for Brian.

20 Q. So she was subordinate, then, to Mr. Mason?

21 A. I'm old. I made that assumption.

22 Q. Okay. And you had no reason to think
23 otherwise, correct?

24 A. Right.

25 Q. Okay. And, when you spoke to Narita, what was

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1 the substance of your conversations with her?

2 A. Whether or not there was anything to be done or
3 could be done.

4 Q. Regarding the --

5 A. The assets of Quantec and Novo Point.

6 Q. And what was the conclusion from those
7 discussions?

8 A. Just to stand by until the receivership was
9 vacated.

10 Q. Okay. Now, let's jump back to -- or, actually,
11 I'm sorry. Let me just finish with Narita and
12 Mr. Mason. Beside Mr. Schepps, was there anybody else
13 on the telephone calls that you had with Narita or
14 Mr. Mason that you know of?

15 MR. PAYNE: Object to the form --

16 A. No.

17 MR. PAYNE: -- of the question.

18 Q. Okay. You've spoken of your calls with
19 Mr. Mason and with Narita. And you've told that
20 Mr. Schepps was in the room, at least, for some,
21 possibly all, of the calls --

22 A. Yes.

23 Q. -- correct? Was there anyone else in the room
24 physically present with you at the time?

25 A. No.

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1 Q. Do you know if there was anybody else on the
2 telephone?

3 A. No.

4 Q. In other words, it wasn't a conference call
5 where you had multiple parties?

6 A. To the best of my knowledge, it was not a
7 conference call.

8 Q. Okay. And, again, with Narita -- I didn't ask
9 you this question. But besides the calls from
10 Mr. Schepps' office, were there any other calls that you
11 had from anywhere else with either Mr. Mason or Narita?

12 A. No.

13 Q. And did you ever give Mr. Mason or Narita your
14 telephone number?

15 A. I don't remember.

16 Q. Have you ever received any mail from either one
17 of them?

18 A. No.

19 Q. Have you ever received any mail from The
20 Village Trust?

21 A. No.

22 Q. Have you ever received any mail from Novo Point
23 or Quantec?

24 A. No.

25 Q. Okay. And, because we're in this modern age,

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1 have you ever received any e-mail from Mr. Mason?

2 A. No.

3 Q. Narita?

4 A. No.

5 Q. The Village Trust?

6 A. No.

7 Q. Novo Point and Quantec?

8 A. No.

9 Q. Okay. Now let me ask you -- and I know you
10 were asked this back in November of 2011. Have you ever
11 heard of Mr. Jeffrey Baron?

12 A. Yes.

13 Q. Have you ever met Mr. Baron?

14 A. I don't believe so.

15 Q. Have you ever spoken to him?

16 A. I may have once, but I'm not sure.

17 Q. Do you have any idea what you -- what the
18 substance of that conversation was with Mr. Baron?

19 A. To the best of my recollection, it was that --
20 it was just an introductory -- it was an introduction of
21 me to him and that I was the manager that I had been
22 hired as the manager of Quantec and Novo Point.

23 Q. Okay. Can you tell me what a domain name is?

24 A. A domain name is like a right to an entity.
25 You know, you can equate it to a property right.

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1 Q. And have you ever bought or sold domain names?

2 A. I tried to some years back and then did not go
3 further with it.

4 Q. You didn't --

5 A. It didn't work.

6 Q. -- succeed in doing it?

7 A. Right.

8 Q. Have you ever managed or operated any type of
9 business that had domain names?

10 A. No.

11 Q. Have you ever managed or operated any business?

12 A. Yes.

13 Q. Okay. Can you describe what those are?

14 A. Okay. Let's see. I'm going to work backward.

15 Right now I have a little business of -- for math

16 tutoring. And I tutor a number of students

17 independently. I've been doing that for a couple of

18 years. And there isn't a great deal of paperwork

19 involved, but I manage that.

20 I've managed -- I'm going to have to --

21 I've been -- let's see. I'm not clear on dates. Going

22 back years ago, with a friend, I started a little

23 business called "Two Little Old Ladies." I wasn't a

24 little old lady at the time.

25 And then I also had entered into a business

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1 -- I was a part owner in a mobile, armored-car checking
2 service, which was great cocktail-party conversation.

3 Q. Is that a service, in other words, to keep
4 track of armored cars?

5 A. No. It was a business that -- I bought into
6 the business. And we had these armored vehicles. We'd
7 pick up money and go to different locations and cash
8 checks, because there are a lot of people -- there's a
9 whole sector of society that do not have checking
10 accounts. And employees liked the fact that the service
11 was being provided because -- employers liked it because
12 it kept the employees on the premises. Otherwise, they
13 would go to, let's say, a 7-Eleven, and they'd have to
14 make a purchase, usually an alcoholic purchase, in order
15 to cash their checks.

16 Q. So this was like a mobile cashing service?

17 A. A mobile check-cashing service.

18 Q. Pull up in front of the plant or whatever, and
19 people could then cash their checks?

20 A. Right. I marketed for that business. We had
21 some interesting clients. And then one of the other
22 partners backed out, and I became a minority partner. I
23 asked to be bought out, too. So I was -- I don't know.
24 I did it for maybe a year or so.

25 Q. Any other significant business experience?

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1 A. Only from working in different businesses.

2 Q. Okay. Okay. I've already asked you who the
3 current trustee was of The Village Trust, and you told
4 me Southpac. Do you know who the protector is of The
5 Village Trust?

6 A. I think it's Stowe Protectors.

7 Q. And have you ever had any contact with Stowe
8 Protectors?

9 A. No, I have not.

10 Q. Do you know how to contact them?

11 A. No. I would have to -- I would have to make
12 inquiries.

13 Q. With Mr. Schepps?

14 A. Possibly Mr. Schepps or just Google them in
15 order to locate them.

16 Q. And I forgot to ask you this. Pardon me if I'm
17 jumping around. But do you know how to contact
18 Mr. Mason or Narita?

19 A. Only -- if I have a phone number, I'm not sure
20 where it is. And I would probably contact Gary Schepps.

21 Q. Okay. Do you know who the beneficiary of The
22 Village Trust is?

23 A. Yes. It's Diabetes Research Institute.

24 Q. And why do you believe that the Diabetes
25 Research Institute is the beneficiary of The Village

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1 Trust?

2 A. I saw that in something I read.

3 Q. And can you be more specific?

4 A. No, I cannot. I'm sorry. I don't remember.

5 Q. Okay.

6 A. It's been -- I remember that it was -- there
7 are family members that have diabetes. So, you know, I
8 remember that.

9 Q. Do you believe that Mr. Baron is a beneficiary
10 of The Village Trust?

11 A. No.

12 Q. Okay. And did anybody tell you this?

13 A. Tell me --

14 Q. Who the beneficiaries were.

15 A. I knew that I read somewhere that he was not
16 and that it was the Diabetes Research Institute.

17 Q. But you don't remember what the document was?

18 A. I don't. It's been a while.

19 Q. And you don't have it here today with you?

20 A. No, I don't have anything with me.

21 Q. And did you discuss the document with
22 Mr. Payne?

23 MR. PAYNE: Objection, calls for
24 attorney-client privilege. Instruct you not to answer.

25 MR. SCHENCK: Are you going to follow the

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1 instruction (speaking to Mr. Fine)?

2 Q. And are -- did you discuss with Mr. Payne
3 anything to do with the beneficiaries?

4 MR. PAYNE: Objection. Instruct you not to
5 answer. It's attorney-client privilege.

6 MR. SCHENCK: Are you going to follow the
7 instruction (speaking to Mr. Fine)?

8 Q. (BY MR. FINE) Okay. Are you telling me, then,
9 that you're refusing to answer that question?

10 MR. PAYNE: I'm instructing --

11 A. No.

12 MR. PAYNE: -- you not to answer.

13 Q. Yes? What's your answer?

14 A. I'm following his instruction.

15 Q. Meaning -- you're pointing to Mr. Payne?

16 A. I'm following his instruction.

17 Q. Not to answer?

18 A. Yes.

19 Q. And so you're refusing to answer that question?

20 A. You can make that assumption.

21 Q. Okay. Do you know who the current owner of
22 Novo Point and Quantec is?

23 A. Village Trust.

24 Q. Okay. And, other than The Village Trust, do
25 you know of any other owners of Novo Point and Quantec?

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1 A. No.

2 Q. Okay. Do you know who is giving direction to
3 Mr. Payne?

4 A. I am.

5 Q. Okay. You're giving him direction to appear on
6 behalf of Novo Point and Quantec?

7 A. To handle the litigation in the bankruptcy and
8 receivership matters.

9 Q. Okay. How frequently do you speak to
10 Mr. Payne?

11 MR. PAYNE: Objection. Invading
12 attorney-client privilege. Instruct you not to answer.

13 Q. Are you refusing to answer that question?

14 A. I'm being instructed not to answer it.

15 MR. SCHENCK: Are you following the --

16 Q. (BY MR. FINE) Okay. Are you following the
17 instructions?

18 A. I'm following the instructions.

19 Q. Okay. And what are the terms of the engagement
20 of Mr. Payne?

21 MR. PAYNE: Instruct you not to answer.
22 Attorney-client privilege.

23 Q. Are you refusing to also answer that question?

24 A. I'm being instructed not to.

25 Q. And you're following those instructions?

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1 A. Yes.

2 Q. Who do you speak to, other than Mr. Payne, to
3 formulate litigation strategy?

4 MR. PAYNE: Who do you speak to, other than
5 an attorney, to formulate attorney-client -- litigation
6 strategies?

7 MR. FINE: Actually, that's not my
8 question.

9 Q. My question --

10 MR. PAYNE: And I instruct you not to
11 answer as to anyone, other than someone who is not an
12 attorney. That is attorney-client privilege.

13 Q. Okay. Okay. I want to make sure that the
14 question is clear and your answer is clear. So let's
15 start back because I was interrupted.

16 Okay. First of all, other than Mr. Payne,
17 have you spoken to anyone else regarding litigation
18 strategy?

19 MR. PAYNE: You can answer that question.

20 A. No.

21 Q. Okay. So Mr. Payne is the only person you've
22 spoken to regarding litigation strategy for Novo Point
23 and Quantec?

24 THE WITNESS: Excuse me (to Mr. Payne) --

25 Q. No, no, no. You're not allowed to --

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1 A. You're right. Would you repeat that?

2 Q. Sure. Is Mr. Payne the only person you've
3 spoken to regarding litigation strategy for Novo Point
4 and Quantec?

5 A. Yes.

6 Q. Okay. And who -- and let me just make sure
7 that it's very clear. Mr. Mason has not spoken to you
8 about litigation strategy for Novo Point and Quantec,
9 has he?

10 A. No.

11 Q. Has Narita spoken to you about litigation
12 strategy for Novo Point and Quantec?

13 A. No.

14 Q. Has anyone else from The Village Trust spoken
15 to you about litigation strategy for Novo Point and
16 Quantec?

17 A. No.

18 Q. Okay. Has Mr. Schepps spoken to you about
19 litigation strategy?

20 A. No.

21 MR. PAYNE: Object, attorney-client
22 privilege. At one point, Novo Point and Quantec were
23 both represented by Gary Schepps. And, to the extent
24 that there is any communication that occurred during
25 that time, then that would be protected by

1 attorney-client privilege, and I instruct you not to
2 answer.

3 Q. (BY MR. FINE) Okay. Well, you had already
4 answered before, so your answer was "no."

5 A. To the best of my --

6 MR. PAYNE: I instruct you not to answer.

7 A. I've been instructed not to answer.

8 Q. Okay. Have you -- have you ever spoken to a
9 lawyer by the name of Tayari Garrett?

10 A. No.

11 Q. Have you ever heard of a lawyer by the name of
12 Tayari Garrett?

13 A. Prior to yesterday, no.

14 Q. Had you ever communicated in any way with
15 Tayari Garrett?

16 A. No.

17 Q. And by "any way," I mean, you know, e-mail,
18 letters, any type of communication.

19 A. To the best of my knowledge, no.

20 Q. Have you ever approved or authorized anyone
21 else to speak to Ms. Garrett about Novo Point or
22 Quantec?

23 A. No.

24 Q. Okay. Have you ever spoken to someone else or
25 communicated with anyone else to give Ms. Garrett any

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1 direction of any type?

2 A. No.

3 Q. If Ms. Garrett were to walk into this room
4 right now, would you recognize her?

5 A. No. And -- no.

6 Q. Are you aware that Ms. Garrett has filed papers
7 in various courts where she says that she's representing
8 Novo Point and Quantec?

9 A. No.

10 Q. You're not aware that she's filed papers
11 elsewhere saying that she represents Novo Point and
12 Quantec?

13 A. To the best of my recollection, no.

14 Q. Okay.

15 (Exhibit 2 marked.)

16 Q. Ms. Katz, I'm handing you what's been marked as
17 Exhibit 2. And have you ever seen that document before?

18 A. I don't believe so.

19 Q. Okay. And do you see, on the second page of
20 Exhibit 2, that it appears to be signed by Tayari Law,
21 PLLC, by Mpatanishi Tayari Garrett?

22 A. Yes.

23 Q. Okay. Can you --

24 MR. FINE: Ma'am, I'll give you the
25 spelling later.

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1 Q. Do you see in the document where Ms. Garrett
2 purports to be representing Novo Point and Quantec? If
3 not, I can point it out to you.

4 A. Oh, I see it.

5 Q. Okay. So I want to make very, very sure of
6 this. I want to make very sure of this. You've in no
7 way communicated with Ms. Garrett to tell her that she
8 can say that she represents Novo Point and Quantec?

9 A. That's correct.

10 Q. Okay. And are you surprised that Ms. Garrett
11 filed this piece of paper?

12 A. Yes.

13 Q. To the best of your knowledge, has Mr. Payne
14 spoken to Ms. Garrett?

15 MR. PAYNE: Objection, invades
16 attorney-client privilege. Instruct you not to answer.

17 A. I've been instructed not to answer.

18 Q. And you're following those instructions?

19 A. Yes.

20 Q. Okay. Do you know if there's communications
21 between your attorney and Ms. Garrett?

22 MR. PAYNE: Objection, instruct you not to
23 answer, invades attorney-client privilege.

24 A. I've been instructed not to answer.

25 Q. And you're following those instructions?

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1 A. Yes, sir.

2 Q. Are you going to take action on behalf of Novo
3 Point and Quantec to stop Ms. Garrett?

4 MR. PAYNE: Objection, invades
5 attorney-client privilege. Instruct you not to answer.

6 A. I've been instructed not to answer.

7 Q. Okay.

8 A. And I'm following those instructions.

9 Q. And you're following those instructions. Okay.
10 Well, I didn't ask you anything about communicating with
11 Mr. Payne. You're manager, in the United States, for
12 Novo Point and Quantec, aren't you?

13 A. Yes.

14 Q. Okay. I'm just asking you as manager. I'm not
15 asking you for communications with Mr. Payne. I'm
16 asking you, as manager of Novo Point and Quantec --

17 MR. PAYNE: I gave you the instruction not
18 to answer, and I'm standing by that instruction.

19 MR. FINE: I haven't finished my question,
20 Counsel.

21 MR. PAYNE: Well, I apologize. I thought
22 you had.

23 Q. Okay. I'm asking you, as manager of Novo Point
24 and Quantec in the united states, is there anyone else
25 besides yourself who is manager of Novo Point and

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1 Quantec in the United States?

2 A. Not to my knowledge.

3 MR. PAYNE: I object to the form of the
4 question. And I don't think you meant to state it this
5 way, Jeff. But I think her management agreement says
6 that she's management for the state of Texas. You asked
7 if there was anyone else in the United States.

8 MR. FINE: Well --

9 MR. PAYNE: That suggested that she was the
10 manager of the --

11 Q. Okay. So I'll ask you that question just to
12 clarify. Do you know of any other manager of Novo Point
13 and Quantec anywhere?

14 A. No.

15 Q. Okay. And that's -- whether it's in Texas or
16 elsewhere?

17 A. Correct.

18 Q. Okay. Okay. I'm asking you, then, as the
19 Texas manager of Novo Point and Quantec, are you
20 personally, as manager, going to take any action
21 regarding Ms. Garrett?

22 A. At this time, I don't know.

23 Q. Okay. And I'm just asking you this. Can you
24 tell me what action you could think of that you might
25 want to take regarding Ms. Garrett?

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1 A. I'm not sure. I would have to discuss that
2 with --

3 Q. Do you think --

4 A. -- my attorney.

5 Q. Do you think it's right or wrong for
6 Ms. Garrett to be filing papers on behalf of --
7 purporting to be on behalf of Novo Point and Quantec?

8 A. Yes.

9 Q. Yes, you think it's right or, yes, you think
10 it's wrong?

11 A. I'm sorry. I think it's wrong.

12 Q. Okay. And, as manager of Novo Point and
13 Quantec in Texas, do you think it might be appropriate
14 to take some action to correct that wrong?

15 A. It might be.

16 Q. Okay. And I'll ask you this question just to
17 be make sure we're abundantly clear on the record.
18 You're not aware of any terms of engagement of
19 Ms. Garrett? In other words, you're not aware if she's
20 being paid or how much she's being paid to file these
21 papers?

22 A. Yes.

23 Q. That's correct --

24 A. Yeah.

25 Q. -- that you're not aware?

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1 A. Yes, I'm not aware.

2 Q. Okay. You've told me that the current trustee
3 of The Village Trust is Southpac.

4 A. Yes.

5 Q. Do you know if they've resigned as trustee any
6 time in the past?

7 A. No.

8 Q. Okay. Do you know when they were appointed as
9 trustee?

10 A. I -- I don't recall the date. I don't know the
11 date.

12 Q. Did it predate your testimony? Was it before
13 your testimony in the bankruptcy court in November
14 of 2011?

15 A. I'm not sure.

16 Q. Well, let me ask you this way. Do you have any
17 reason to believe that Southpac stopped being the
18 trustee of The Village Trust any time in the past couple
19 of years?

20 A. No.

21 Q. Are you aware that other people may have said
22 that Southpac resigned as trustee of The Village Trust?

23 A. I'm unaware of that.

24 Q. Okay. Have you had any communications with The
25 Village Trust in which they've communicated with you how

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1 much they're being paid as trustee of The Village Trust?

2 A. I think you mean Southpac.

3 Q. Yes. I'm sorry. Let me rephrase that question
4 because I, myself, was confused by the question. Have
5 you had any communications with anyone from Southpac
6 regarding how much money they've been paid or should be
7 paid to be -- to do what they do?

8 A. No.

9 Q. Okay. So don't know of any payments to them in
10 the past couple of years?

11 A. I -- that's correct.

12 Q. And are you aware of any demand that they may
13 have made for payment of \$75,000?

14 A. No.

15 Q. That's news to you?

16 A. Yes.

17 Q. Okay. Something you haven't heard previously?

18 A. Correct.

19 Q. Okay. Let's say -- I'm going to ask you some
20 questions now about Novo Point and Quantec. Let's say
21 that today you were told that Novo Point and Quantec are
22 going to be -- their operations are going to be turned
23 over to you. What would you do?

24 A. One, set up an office and probably hire some
25 people to manage all the domain names and also hire

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1 attorneys to -- I believe there were some disputes
2 regarding domain names.

3 Q. And when would you -- or -- or on what
4 experience would you draw in taking those actions?

5 A. Well, I worked for a couple of technical
6 companies as -- in their legal departments doing
7 agreements and contracts and Micrographics,
8 specifically, and Telvista. So I've had experience with
9 software and domain names and managing them and the
10 income that they can provide.

11 Q. Okay. Would you consult with Gary Schepps on
12 setting up those entities?

13 MR. PAYNE: Objection, speculative.

14 Q. You're allowed to answer the question.

15 A. I don't know.

16 Q. By the way, is Mr. Schepps your attorney?

17 A. No.

18 Q. Do you know if he's an attorney for Novo Point
19 and Quantec?

20 A. I'm not sure.

21 Q. Do you know if he's an attorney for The Village
22 Trust?

23 A. I don't know.

24 Q. Have you retained him in any way as manager of
25 Novo Point and Quantec?

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1 A. No.

2 Q. And let me make sure I'm clear. Other than
3 Mr. Payne, have you retained anyone else to be an
4 attorney or counselor to Novo Point and Quantec?

5 A. No.

6 Q. Have you retained any other attorney to be an
7 attorney or counselor for yourself?

8 A. No.

9 Q. Have you retained any accountants for Novo
10 Point and Quantec?

11 A. Not at this time.

12 Q. Okay. In the past, had you retained any
13 accountants or attorneys, other than Mr. Payne, for Novo
14 Point and Quantec?

15 A. No.

16 Q. How do you pay for Mr. Payne's services?

17 MR. PAYNE: Objection, attorney-client
18 privilege. Instruct you not to answer.

19 Q. Are you following those instructions --

20 A. I'm following the instructions.

21 Q. -- not to answer?

22 A. Correct.

23 Q. Have you set up a bank account for Novo Point
24 and Quantec?

25 A. No.

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1 Q. Have you set up any bank account or utilized
2 any bank account in the management of Novo Point and
3 Quantec?

4 A. No.

5 Q. Okay. And just so -- I want to make sure that
6 we're not parsing words and whatnot here. What I'm
7 trying to get at is, are you aware of any bank account
8 anywhere that pertains to Novo Point, Quantec, or The
9 Village Trust?

10 A. I'm not aware of any.

11 Q. Okay. And you certainly haven't signed any
12 checks from any account?

13 A. Correct.

14 Q. And you haven't, otherwise, as manager,
15 directed any form of compensation or payment to anybody,
16 correct?

17 A. Correct.

18 Q. Have -- in your role as manager, have you ever
19 received an invoice from anybody?

20 A. No.

21 Q. Have you ever received a statement of account?

22 A. No.

23 Q. Have you ever received a bill?

24 A. No.

25 Q. Okay. And, of course, I assume your answer is

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1 that you've never paid any invoice, statement, bill for
2 Novo Point, Quantec, or The Village Trust?

3 A. Correct.

4 Q. Do you know what the tax ID number is for Novo
5 Point and Quantec?

6 A. Not off the top of my head, no. I'd have to
7 look for it.

8 Q. Well, do you know if those entities even have a
9 tax ID number?

10 A. I'm not sure.

11 Q. You've taken no actions, as manager, to
12 establish a tax ID number for Novo Point and Quantec,
13 have you?

14 A. No, not really.

15 Q. Does Novo Point and Quantec have any employees?

16 A. No.

17 Q. Does Novo Point and Quantec occupy any office
18 space anywhere?

19 A. No.

20 Q. Can you tell me what the Diabetes Research
21 Institute is?

22 A. No I haven't researched it.

23 Q. Do you know where they're located?

24 A. No.

25 Q. Have you ever spoken to anyone from Diabetes

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1 Research Institute?

2 A. No.

3 Q. Have you ever attempted to communicate with
4 anyone from the Diabetes Research Institute?

5 A. No.

6 Q. Do you know if Jeff Baron is in any way
7 associated with the Diabetes Research Institute?

8 A. To the best of my knowledge, no.

9 Q. Do you know any other members of Jeff Baron's
10 family?

11 A. No.

12 Q. You don't know his mother or his father?

13 A. No.

14 Q. Okay. Do you know what the -- what the -- any
15 objective is of the Diabetes Research Institute?

16 A. No.

17 Q. Do you know if the Diabetes Research Institute
18 collects money for -- in donations?

19 A. I could assume that they would, but I -- you
20 know, I have no actual knowledge.

21 Q. Okay. And -- and, other than an assumption, do
22 you have any reason to believe, or do you know if the
23 Diabetes Research Institute researches anything
24 regarding diabetes?

25 A. I have no knowledge.

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1 Q. Okay. And, again, I'm not trying to -- I'm
2 just trying to find out the extent of your knowledge.
3 Do you really know anything at all about the Diabetes
4 Research Institute?

5 A. No.

6 Q. Okay. And, yet, you still believe them to be
7 the sole beneficiary of The Village Trust?

8 A. To my knowledge, yes.

9 Q. Okay. And no one from the Diabetes Research
10 Institute has ever reached out to you in any way?

11 A. Yes.

12 Q. Yes?

13 A. No one has reached out to me.

14 Q. Do you have an opinion as to --

15 MR. FINE: Strike that question. I'm
16 sorry.

17 Q. Do you know what assets the receivership that
18 Mr. Vogel is receiver of -- do you know what assets it
19 has?

20 A. Not specifically.

21 Q. Do you have a general idea of what those assets
22 might be?

23 A. I'm not sure.

24 Q. Okay. Do you think that they might include
25 domain-name portfolios?

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1 A. I could make that assumption; but, again, I'm
2 not sure.

3 Q. Do you have any opinion as to -- if the
4 receivership was terminated, do you have any opinion as
5 to where those assets should go?

6 A. They should be turned over to me to be managed
7 and made profitable and defend -- and defend litigation.

8 Q. And why do you think that's the case?

9 A. Because they've been on hold for such a long
10 time --

11 Q. Well, why do you --

12 A. -- and prevented from functioning.

13 Q. Okay. And I'm sorry. I cut you off. Is there
14 anything else you wanted to say in response?

15 A. I don't think so.

16 Q. Okay. And your contract to be manager of Novo
17 Point and Quantec, did you negotiate that contract with
18 someone?

19 A. Discussed over the phone with -- with the
20 Southpac people.

21 Q. And the Southpac people, are you referring to
22 Brian Mason and Narita?

23 A. Yeah.

24 Q. Was there anybody else from Southpac that you
25 discussed that agreement with?

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1 A. No.

2 Q. And do you recall that discussion?

3 A. Well, it was a while ago, so not really. Not
4 much.

5 Q. Well, did you tell them how much money you
6 wanted to be paid in order to be manager?

7 A. Yeah. They -- they offered me, and I accepted
8 their offer.

9 Q. How much did they offer you?

10 A. For Quantec, it was 5,000 a month and, for Novo
11 Point, 10,000 a month. And I have specifically not
12 entered into any other full-time employment because I
13 kept waiting to be able to fulfill my duties full time
14 as manager.

15 Q. Do you have an understanding of whether you're
16 owed 5,000 a month for Quantec and \$10,000 a month for
17 Novo Point right now?

18 A. Yes.

19 Q. Okay. What's that understanding?

20 A. I mean, just basically what I just said: for
21 all the time that I have not accepted or pursued
22 full-time employment, waiting to be able to take over
23 full-time management.

24 Q. Okay. So are you saying, then, that you think
25 that you're owed \$5,000 a month for services to Quantec

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1 and \$10,000 a month for services to Novo Point for some
2 period of time?

3 A. Yes.

4 Q. And what's that period of time?

5 A. Since Spring of 2011.

6 Q. So that would be a considerable amount of
7 money.

8 A. It is.

9 Q. Have you made a calculation of how much that
10 might be?

11 A. Well, I'm a mathematician, so yes.

12 Q. Okay. Can you tell me what your calculation
13 is?

14 A. I don't remember. I did it some time ago.
15 It's a lot.

16 Q. Well, it's \$15,000 --

17 A. A month.

18 Q. -- a month --

19 A. Times several months, yeah.

20 Q. And so each year, that would be how much?
21 180,000?

22 A. Yeah.

23 Q. 180,000 each year?

24 A. (Nods.)

25 Q. Yes?

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1 A. Yes.

2 Q. Okay. And have you presented an invoice of any
3 type to The Village Trust or anybody, for that matter --

4 A. No.

5 Q. -- for those sums?

6 A. No, I have not.

7 Q. Have you discussed with anyone that you think
8 that you're owed that money?

9 MR. PAYNE: Objection. Instruct you not to
10 answer as to any discussions with Counsel, on the basis
11 of attorney-client privilege.

12 A. I'm following the instruction of my Counsel and
13 will not answer.

14 Q. Okay. Other than with Mr. Payne, have you
15 discussed with anyone else the amounts that you think
16 are owed by Novo Point and Quantec to you?

17 A. No.

18 Q. Okay. Has anyone promised to you that you'll
19 be paid those amounts?

20 A. To the best of my knowledge, no.

21 Q. Okay. Do you have a belief that you may
22 actually one day be paid those amounts?

23 A. I'm a cynical realist. So, hopefully, yes;
24 realistically, probably not.

25 Q. When you spoke to Narita and Mr. Mason, did you

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1 make clear to them that you thought you should be paid
2 those amounts on an ongoing basis or any basis at all?

3 A. No.

4 Q. Okay. Why not? Why didn't you discuss that
5 with them?

6 A. Well, that was offered to me. And I had
7 expected to begin working and then found out that I
8 wasn't -- that there was all this litigation and,
9 therefore, couldn't do anything until the litigation
10 stopped.

11 Q. And I think you alluded to this a few moments
12 ago. You've not taken any other full-time position
13 because of your -- of having taken this management
14 position?

15 A. Right.

16 Q. And so did you communicate that with anyone
17 from The Village Trust? In other words, did you say to
18 Brian Mason or to Narita, "Hey, Brian, hey, Narita, I'm
19 not taking any other employment because I'm manager of
20 Novo Point and Quantec"?

21 A. If I did, I don't remember actually stating
22 that.

23 Q. Don't you think that would have been important
24 to discuss with them?

25 A. Possibly.

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1 Q. I mean, just as a reasonable matter, you know,
2 to tell somebody that, "Hey, I think -- I'm raising my
3 hand. I think I'm owed \$180,000 per year. I want to
4 make sure that you know that" -- don't you think that
5 would be a reasonable thing to do?

6 A. It could be.

7 Q. Why haven't you done that?

8 A. I'm not sure.

9 Q. Have you taken any steps to make a claim for
10 these amounts that are -- that you claim are owed by
11 Novo Point and Quantec?

12 A. Not at this point, no, not --

13 Q. Do you plan on taking any steps to make those
14 claims?

15 A. Possibly.

16 Q. And have you engaged any counsel to advise you
17 regarding that?

18 A. Not yet.

19 Q. But you may do so?

20 A. Yes.

21 Q. Okay.

22 MR. PAYNE: Is this a good place to stop,
23 Jeff?

24 MR. FINE: Yes. And take a break? Yes.
25 Absolutely. So we're going to go off the record, and

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1 we're going to take a break for 10, 15 minutes, and give
2 everybody an opportunity to take a breather.

3 (Recess from 10:08 to 10:27 a.m.)

4 MR. FINE: Okay. Just as a logical
5 housekeeping matter, I'd like to take a Certificate of
6 Nonappearance of the 30(b)(6) corporate
7 representative --

8 THE REPORTER: Can we do that afterwards?
9 It'll have to be separate from this transcript.

10 MR. FINE: Oh, it'll have to be separate
11 from this?

12 THE REPORTER: Yes.

13 MR. FINE: Okay. Very good.

14 Q. (BY MR. FINE) Okay. Going back on the record
15 now, Ms. Katz, you know you're still under oath, of
16 course?

17 A. Yes.

18 Q. And we're continuing the deposition. So I want
19 to follow up with some questions and some things that
20 you said earlier.

21 Q. Were you aware that Judge Ferguson, in the
22 United States District Court, held some hearings in May
23 regarding fees and expenses, in part, relating to Novo
24 Point and Quantec?

25 A. I know there have been a lot of hearings. I

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1 didn't know that they were specifically with regard to
2 payments.

3 Q. Were you aware that that was a point in time in
4 which people were supposed to bring claims regarding --

5 A. No.

6 Q. -- amounts owed?

7 A. No.

8 Q. Okay. Were you aware that Mr. Payne was
9 attending those hearings?

10 A. I don't recall.

11 Q. And Mr. Payne didn't talk to you about them?

12 MR. PAYNE: Objection, invades
13 attorney-client privilege. Instruct you not to answer.

14 A. I'll follow his instructions.

15 Q. And you're not going to answer?

16 A. Correct.

17 Q. By the way, you've already testified that
18 Mr. Payne is not your personal attorney, correct?

19 A. Correct.

20 Q. Okay. And you don't have a personal attorney
21 here today, right?

22 A. Not at the moment, no. But I have a very
23 high-powered kid who is an equity partner at Andrews
24 Kurth. And I might hop on him and talk to him.

25 Q. What's his name?

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1 A. Marc, with a C, Katz. If you Google him, he's
2 impressive.

3 Q. Okay. That's your son?

4 A. Yeah.

5 Q. Okay. But he's not here today?

6 A. Huh-uh. And he doesn't talk, so -- no, he's
7 not.

8 Q. Okay. And he's not representing you today in
9 regard to this deposition?

10 A. No. Correct.

11 Q. So any time during this morning when Mr. Payne
12 asserted -- or told you, instructed you not to answer
13 questions, he was doing it as attorney for Novo Point
14 and Quantec, right?

15 A. Correct.

16 MR. PAYNE: She's --

17 Q. And not as your personal attorney, correct?

18 MR. PAYNE: She is here in response to two
19 separate subpoenas -- or notices. One is the 30(b), and
20 one is to her individually. And I'm representing her in
21 connection with her responses on behalf of Novo Point
22 and Quantec. That's correct.

23 Q. Okay. So are you the 30(b)(6) representative
24 of Novo Point and Quantec?

25 A. I have to review what the 30(b)(6) actually is.

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1 Q. It's actually -- if we could mark this as
2 Exhibit 3, it has -- it has the same -- I'll represent
3 to you that it has the same exhibit attached to it as --

4 A. As the other?

5 Q. -- as the one for your deposition notice.

6 (Exhibit 3 marked.)

7 A. Okay.

8 Q. Are you -- are you here today as the 30(b)(6)
9 witness as well?

10 (Pause in proceedings.)

11 MR. PAYNE: I'm producing her as the
12 designated representative of Novo Point and Quantec in
13 response to the 30(b)(6) notice. And she is here for
14 that purpose.

15 MR. FINE: Okay. But I need to hear that
16 from Ms. Katz.

17 A. Okay. I'm here to respond on behalf of Novo
18 Tech (sic) and Quantec.

19 Q. You mean Novo Point and Quantec?

20 A. Novo Point. I'm sorry.

21 Q. As the 30(b)(6) representative?

22 A. Yes.

23 Q. Okay. Now, do you -- are you familiar with
24 Federal Rule of Civil Procedure 30(b)(6)?

25 A. No.

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1 Q. Okay.

2 A. Not at this time.

3 Q. In connection with your appearance as a
4 30(b)(6) representative of Novo Point and Quantec, what
5 preparations did you undertake?

6 A. I looked at the documents in my possession.

7 Q. And what were those documents?

8 A. The management agreement, some other documents
9 that I had; made a copy of the -- of Southpac being
10 appointed as the trustee of The Village Trust, and a big
11 thing of domain names. There might be more. I can't
12 remember all of them.

13 Q. Okay. And who did you speak to, to prepare for
14 your 30(b)(6) deposition appearance?

15 A. To Chris.

16 Q. Mr. Payne?

17 A. Mr. Payne.

18 Q. Anybody else?

19 A. I might have mentioned it to Gary.

20 Q. Gary Schepps?

21 A. Gary Schepps, yeah, but really not in relation
22 to anything specific.

23 Q. Well, what was it in relationship to?

24 A. Just that I was being asked to be deposed.

25 Q. And what did Mr. Schepps tell you about that?

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1 A. That it might be postponed or -- I don't know
2 -- that there was a hearing next week. But there were
3 some problems with whether or not that hearing was going
4 to go forth. I mean, Mr. Payne told me that.

5 Q. Okay. Let me ask you -- let me ask you, did
6 you -- you've taken a look at the notice. You've taken
7 a look at Exhibit A. What did you do to prepare to
8 respond to the question of who the current trustees,
9 protectors, and beneficiaries of The Village Trust are?

10 A. Other than reviewing documents, nothing.

11 Q. And those are the same documents you've spoken
12 of --

13 A. Yes.

14 Q. -- a few minutes ago?

15 And, by the way, just to make clear, there
16 was no specific document that you can recall that spoke
17 of who the beneficiaries of the trust are?

18 A. I don't remember that. I know that I've seen
19 it or heard it, but I don't know where or when.

20 Q. Okay. And you know that there's going to be a
21 hearing on Tuesday --

22 A. Right.

23 Q. -- regarding where the assets of Novo Point and
24 Quantec are going to be sent to?

25 A. Yes.

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1 Q. And don't you think that would be an important
2 document to know about?

3 A. Yes.

4 Q. In fact, you know, you're claiming that you're
5 going to be paid \$15,000 per month for your services as
6 manager of Novo Point and Quantec. Aren't you concerned
7 about making sure you do a really good job for Novo
8 Point and Quantec?

9 A. Yes.

10 Q. So don't you think you would want to nail down
11 and know specifically what documents speak to who the
12 beneficiary is of The Village Trust?

13 A. Probably.

14 Q. Don't you think that you might have some
15 personal liability if you don't fulfill your duties
16 correctly to Novo Point and Quantec?

17 A. Sure.

18 Q. Okay. Who did you speak to, in order to
19 prepare for the deposition, regarding the current owners
20 and/or trustees of Novo Point and Quantec?

21 A. Mr. Payne.

22 Q. Anybody else?

23 A. No.

24 Q. And what documents did you look at to prepare
25 to answer that question?

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1 A. I can't be specific on that. There's been
2 several different documents.

3 Q. Can't be specific --

4 A. I can't --

5 Q. -- because you don't remember?

6 A. Correct. I don't remember.

7 Q. Not because you're trying to hide from us what
8 documents you looked at?

9 A. No, I'm not trying to hide anything. I just
10 don't remember.

11 Q. Okay. What preparations did you undertake in
12 order to be the 30(b)(6) representative, in order to
13 answer the question of the person or persons who were
14 giving direction to Christopher A. Payne to appear on
15 behalf of Novo Point, Quantec, and/or The Village Trust,
16 their terms of engagement, and who is approving actions
17 on behalf of those entities?

18 A. I reviewed some of the documents that I had,
19 talked to Mr. Payne.

20 Q. Same documents that you've mentioned
21 previously?

22 A. I believe so.

23 Q. But you're, again, refusing to tell us what the
24 terms of engagement are for Mr. Payne?

25 MR. PAYNE: I'm instructing her not to

1 answer that, yes.

2 A. I've been instructed not to answer, and I
3 choose to do so.

4 Q. And what arrangements have you made to pay the
5 fees of Mr. Payne?

6 MR. PAYNE: Same instruction. Invades
7 attorney-client privilege. Instruct you not to answer.

8 Q. I'm not asking you for any communications with
9 your counsel. I'm asking you, as manager, what
10 arrangements have you made to pay the fees and expenses
11 of Mr. Payne?

12 MR. PAYNE: Same instruction.

13 A. Same answer.

14 Q. You won't -- you won't answer that?

15 A. Correct.

16 Q. And you understand that you're going to get to
17 repeat this testimony in front of a federal court?

18 A. Yes.

19 Q. Do you understand that?

20 A. Yes.

21 Q. You understand you're going to have to explain
22 to the federal court why you should be a competent
23 manager for Novo Point and Quantec?

24 A. Yes.

25 Q. And, yet, you still --

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1 MR. PAYNE: If you have a question, let's
2 go forward.

3 MR. FINE: I have questions, and I'm asking
4 her that.

5 Q. And, yet, you still refuse to answer that
6 question?

7 MR. PAYNE: What you're doing is you're
8 harassing the witness and trying to intimidate her.
9 You're welcome to ask her any question about the
10 subjects that you noticed her on. And I have no
11 objection to that as long as they don't invade
12 attorney-client privilege or other privilege.

13 Q. Do Mr. Mason or Narita know that you're being
14 deposed today?

15 A. Not to my knowledge.

16 Q. By the way, how many documents regarding Novo
17 Point and Quantec and The Village Trust do you have?

18 A. I don't know.

19 Q. More than five?

20 A. Yes.

21 Q. More than ten?

22 A. I don't know.

23 Q. You don't know because of why?

24 A. Because I never bothered to count them.

25 Q. Well, is it a stack of documents?

1 A. Yes.

2 Q. How high is the stack?

3 A. (Gesturing.)

4 Q. About 3 inches high?

5 A. (Nods.)

6 Q. Yes?

7 A. Yes.

8 Q. Okay. What -- what did you do to prepare to
9 answer the questions as a 30(b)(6) representative for
10 who are the person or persons giving direction to
11 Ms. Garrett to appear on behalf of Novo Point, Quantec,
12 and The Village Trust?

13 A. Would you ask that question again?

14 Q. Yes. I'm referring to Item Number 4 on the --
15 on the Exhibit A and having to do with -- with Ms. --
16 with Ms. Garrett and whether or not she represents Novo
17 Point and Quantec and The Village Trust. I'm just
18 asking you, what did you do to --

19 A. Nothing. Nothing.

20 Q. -- prepare for that, to answer that question?

21 A. Nothing.

22 Q. Okay. What did you do to prepare to answer the
23 question of the circumstances of how the current
24 trustees of The Village Trust, Novo Point, and Quantec
25 were appointed and any details regarding their authority

1 to act?

2 A. Just review documents.

3 Q. And what documents were those that you
4 reviewed?

5 A. All that I had in my possession.

6 Q. And what did you do to prepare to answer the
7 question of the amounts and dates of any payments made
8 to current or former trustees of The Village Trust, Novo
9 Point, or Quantec within the last two years?

10 A. Nothing, because no payments have been made.

11 Q. Okay. I'm asking you this as the corporate
12 representative of Novo Point and Quantec and of The
13 Village Trust. Have you had any discussion --

14 MR. PAYNE: She's here not as a
15 representative of The Village Trust. She's here as a
16 representative of Novo Point and Quantec. I don't
17 represent The Village Trust, never have. I represent
18 Novo Point and Quantec, and that's it.

19 Q. Who gives direction to Novo Point and Quantec?

20 A. Actually, I do.

21 Q. Who gives you direction?

22 A. I had received some direction from Southpac but
23 nothing recently.

24 Q. Not within the last 90 days?

25 A. Correct.

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1 Q. How about the last 180 days?

2 A. Possibly. Probably.

3 Q. Okay. So 90 days would be three months ago.

4 This is December. That would be November, October,
5 September. Prior to September, did you get any
6 direction from anyone regarding Novo Point and Quantec?

7 A. Only to stand by.

8 Q. And who was that direction from?

9 A. From Southpac.

10 Q. Again, through Mr. Mason and Narita?

11 A. Uh-huh.

12 Q. No direction regarding what positions to take
13 in the bankruptcy?

14 A. Yes.

15 Q. Yes, no positions --

16 A. (Nods.)

17 Q. -- regarding that?

18 And nothing regarding litigation strategy
19 or positions to take in the receivership case?

20 A. Correct.

21 Q. Okay. Did anyone from The Village Trust
22 discuss with you or tell you that -- who the
23 beneficiaries are of The Village Trust?

24 A. I don't believe so.

25 Q. Okay. Have -- has anyone directed you to -- if

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1 you were to obtain the assets of Novo Point and Quantec,
2 has anybody directed you to liquidate those assets?

3 A. Not to my knowledge, no.

4 Q. Were you aware that Mr. Payne also represented
5 or represents Mr. Schepps?

6 A. I'm not aware of that.

7 Q. He didn't tell you that --

8 MR. PAYNE: Objection. Clearly invades
9 attorney-client privilege.

10 MR. FINE: Well, actually, I don't know if
11 it does invade an attorney-client privilege because I
12 haven't asked the question yet.

13 MR. PAYNE: When you ask her if I told her
14 something, that clearly goes to my communications with
15 the witness.

16 MR. SCHENCK: That's not the definition of
17 privilege.

18 MR. MCCULLOUGH: If you're not giving legal
19 advice --

20 Q. (BY MR. FINE) Did you know that Mr. Payne
21 appeared at a hearing in the receivership case
22 representing Mr. Schepps?

23 A. No.

24 Q. Did you know that Mr. Schepps, through
25 Mr. Payne's representation, was asserting a claim of

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1 between 3 and \$4 million for unpaid legal fees?

2 A. I know he hasn't been paid.

3 Q. Did you know anything about the assertion of
4 that claim?

5 A. No.

6 Q. Do you have any idea where Mr. Schepps might
7 obtain payment for his claim?

8 A. I'm not sure.

9 Q. Well, might it not be from the assets of Novo
10 Point and Quantec?

11 A. Possibly.

12 Q. Would that in any way color or influence what
13 steps you might take regarding Novo Point and Quantec?

14 A. At this time, I'm not sure.

15 Q. What did you do to assure that you're the most
16 knowledgeable person for Novo Point or Quantec regarding
17 each of those categories of items on Exhibit A?

18 A. Would you repeat that question?

19 Q. Sure. Are you the most -- first of all, let me
20 ask this, are you the most knowledgeable person
21 regarding each of those items on Exhibit A?

22 A. No.

23 Q. Okay. Who is the most knowledgeable person?

24 A. I don't know. But I'm not the most
25 knowledgeable person about -- about these, specifically

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1 Number 4 and --

2 Q. And what's Number 4? Is that --

3 A. The unpronounceable name, the person or persons
4 giving direction to M-p-a-t-a-n-i-s-h-i T-a-y-a-r-i
5 Garrett to appear on behalf of --

6 Q. Other than -- other than Number 4, are you
7 saying that you're the most knowledgeable person for
8 Novo Point and Quantec regarding the other items?

9 A. No.

10 Q. Okay. Who would be the most knowledgeable
11 person regarding those other items?

12 A. At this time, I'm not sure.

13 Q. And why aren't you sure of that?

14 A. Because I've taken a -- just a minute -- I want
15 to say, a laid-back or a stand-by position because of
16 all the litigation involving the assets.

17 Q. Okay. Do you have any idea who would have more
18 knowledge of any of these items shown on Exhibit A?

19 A. I really don't know.

20 Q. Okay. Let's get back to the question I had for
21 you regarding Mr. Payne being counsel for Mr. Schepps as
22 well as counsel for Quantec and Novo Point. Don't you
23 think that might be a conflict, he being counsel for
24 Mr. Schepps as well as counsel for Novo Point and
25 Quantec?

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1 A. I remember seeing something to the effect that
2 that conflict was waived.

3 Q. And what was that?

4 A. I can't remember exactly what it was. But I
5 know that there was some verbiage as to the fact that
6 that was a consideration and -- and presented and
7 acknowledged and waived.

8 Q. And was that a document that you signed?

9 A. I don't remember.

10 Q. Did it ask you to waive any conflict?

11 A. I don't remember.

12 Q. Did it ask you or someone else to waive the
13 conflict on behalf of Novo Point and Quantec?

14 A. I'm not sure.

15 Q. Do you recall when that document or item was
16 presented to you?

17 A. No, I do not.

18 Q. How is it that you can't remember something
19 like that?

20 A. With all due respect, sir, in two months I turn
21 70. I know you're a lot younger. Just wait until you
22 get to my age; you won't remember. Unless you're
23 working with something on a day to day basis, it's hard
24 to remember.

25 Q. Do you know of anybody else, other than you,

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1 who would have authority to waive any conflict on behalf
2 of Novo Point and Quantec?

3 A. No.

4 Q. By the way, do you keep track of your time
5 spent working on Novo Point and Quantec matters?

6 A. No, I don't.

7 Q. Okay. Other than -- other than the \$5,000 and
8 \$10,000 that you spoke of from Novo Point and Quantec,
9 has anybody else, any other entity promised any payments
10 to you in regard to any of these matters?

11 A. No.

12 Q. Is anybody promising any payment or any
13 consideration of any kind in regard to your appearing
14 today in this deposition?

15 A. No.

16 Q. Other than -- other than your communications
17 you've spoken of with Southpac and with Mr. Payne and
18 with Mr. Schepps, are there any other communications
19 that you've had in regard to any Jeff Baron entity?

20 A. No, not -- not that I remember.

21 Q. When did you last go to Mr. Schepps' office?

22 A. A few weeks ago, I think.

23 Q. And where is his office?

24 A. In Lincoln Center.

25 Q. And how did you get there?

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1 A. I drove.

2 Q. Okay. And what -- did you maybe go to his
3 office two or three times in the last 30 days?

4 A. I don't think that many times. Once or twice.

5 Q. And is that fairly regular on your part, once
6 or twice every month?

7 A. No. I speak to him more than I actually go to
8 his office.

9 Q. Okay. And how frequently do you speak to him?
10 About once a week?

11 A. No. Less than that.

12 Q. Okay. At least a couple times a month?

13 A. Maybe, maybe not.

14 Q. Do you have any other relationship with
15 Mr. Schepps, any business relationship, attorney-client
16 relationship, any type of relationship with Mr. Schepps?

17 A. No. We've been good friends for over 20 years.

18 Q. By the way, prior to you being manager of Novo
19 Point and Quantec, who was the previous manager for Novo
20 Point and Quantec?

21 A. I don't know.

22 Q. How is it that you don't know?

23 A. I just don't know.

24 Q. And, when you negotiated the terms of your
25 management agreement with Novo Point and Quantec with

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1 The Village Trust, didn't you ask any questions about
2 what the prior manager did?

3 A. No.

4 Q. Why not?

5 A. I don't know.

6 Q. Who -- who was the initial beneficiary of The
7 Village Trust?

8 A. I don't know that.

9 Q. Have you ever seen the document establishing
10 The Village Trust?

11 A. I don't believe so.

12 Q. So you've never read the document that
13 establishes The Village Trust?

14 A. Not to my knowledge. I don't believe so.

15 Q. Have you ever asked or talked with anyone about
16 that document?

17 A. No.

18 Q. Has anybody ever described the document to you?

19 A. No.

20 Q. Why haven't you ever looked at the document
21 establishing The Village Trust?

22 A. Shortly after I was hired, I was told about the
23 bankruptcy and just to stand by. And that's basically
24 what I've been doing. I didn't expect it to take this
25 long.

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1 Q. But you didn't -- at that time you didn't ask
2 to look at The Village Trust documents, correct?

3 A. Correct.

4 Q. Okay. Do you have any idea what type of entity
5 Novo Point and Quantec is?

6 A. They're both LLC's.

7 Q. Do you know if they're Texas LLC's?

8 A. I believe, but I'm not positive, that they were
9 formed in the Cook Islands.

10 Q. And do you know whether there's any
11 intermediate entities between Novo Point, Quantec, and
12 some other ultimate owner?

13 A. Other than The Village Trust, no.

14 Q. And you believe The Village Trust to be their
15 sole owner, correct?

16 A. To my knowledge, yes.

17 Q. Okay. If I told you that Mr. Baron was named
18 as the sole beneficiary under The Village Trust
19 document, would that be a surprise to you?

20 A. Yes.

21 Q. Okay. And you -- and you're not aware of or
22 you don't have any document that purports to change
23 Mr. Baron as the prior beneficiary of The Village Trust?

24 A. Correct.

25 Q. You've never seen such a document?

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1 A. Not to my knowledge or recollection.

2 Q. Do you know who set up The Village Trust
3 initially?

4 A. No.

5 Q. Would it surprise you if I told you that
6 Mr. Baron set up The Village Trust?

7 A. No.

8 Q. Have you ever inquired as to who set up The
9 Village Trust?

10 A. No.

11 Q. Do you know or have you ever met a fellow by
12 the name of John Margeddes (phonetic)?

13 A. No.

14 Q. Never heard of him?

15 A. No.

16 Q. Do you do any type of work for any other
17 attorneys besides the work you do for Novo Point and
18 Quantec?

19 A. No.

20 Q. Do you have any connections with an entity
21 called Pet Finders?

22 A. I did.

23 Q. And what was that connection?

24 A. It was -- I had asked Gary Schepps to set up an
25 entity for tax purposes. And Pet Finders was the

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1 entity. And I paid for that out of pocket.

2 Q. How much did it cost you out of pocket?

3 A. 5, \$600.

4 Q. Did you ever get reimbursed by anybody --

5 A. No.

6 Q. -- for that money?

7 A. No.

8 Q. Who directed you to take those actions for Pet
9 Finders?

10 A. I don't remember.

11 Q. Okay. If you haven't spoken to Brian Mason or
12 Narita in the last 90 days, how do you know how to
13 instruct Mr. Payne?

14 A. I have given him wide latitude and told him to
15 use his professional judgment in the bankruptcy and
16 receivership transactions, litigation.

17 Q. I mean, very -- that's very broad. You mean,
18 basically, anything that Mr. Payne says is appropriate
19 to do, you're -- that's okay with you?

20 A. Basically, yes.

21 Q. I think you've already answered this. But you
22 really aren't doing anything on a day-to-day basis
23 regarding management of Novo Point and Quantec?

24 A. At this time, right.

25 Q. Besides the 5,000 and \$10,000 per month that

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1 you've previously spoken about from Quan -- for your
2 management work for Quantec and Novo Point, do you have
3 any agreement for any payment or anything to be given to
4 you in the future for anything regarding Novo Point and
5 Quantec?

6 A. No.

7 Q. Now, did Brian Mason or Narita tell you to hire
8 lawyers for Novo Point or Quantec?

9 A. No.

10 Q. And I think I had already asked you if they
11 told you to hire lawyers for The Village Trust. And I
12 think you already told me "no," as well.

13 A. Correct.

14 Q. And just to be clear, no one has been directing
15 you in the past, let's say, six months, to take any
16 particular positions regarding Novo Point and Quantec?

17 A. Correct.

18 Q. And you've given wide latitude to Mr. Payne to
19 take those positions?

20 A. Well, regarding litigation, yes.

21 Q. Okay. And do you have any sort of procedure
22 with Mr. Payne where you review the pieces of paper he
23 files with the Court?

24 MR. PAYNE: Objection. Inquires into
25 attorney-client privilege. Instruct you not to answer.

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1 Q. Are you --

2 A. I've been instructed not to answer, and I'm not
3 answering.

4 Q. Okay. And have you seen any of the papers
5 filed on behalf of Novo Point and Quantec?

6 MR. PAYNE: Same instruction.

7 A. Same answer.

8 Q. Well, these are -- I'm not asking you for
9 anything private that you've discussed with Mr. Payne.
10 I'm asking you, there are papers that were filed
11 publicly.

12 A. And I have not pursued reading them.

13 Q. So you haven't seen any of the publicly filed
14 papers of Novo Point and Quantec?

15 A. Correct.

16 Q. So you haven't reviewed any of those papers?

17 A. Right.

18 Q. And so you don't really know what they say?

19 A. Well, occasionally I ask about them. And I'm
20 just told that it's still ongoing.

21 MR. PAYNE: Objection, instruct you not to
22 answer about what you're told by me.

23 Q. No, that's not what I -- I didn't ask you for
24 anything that Attorney Payne told you or communicated
25 with you. I'm asking you, do you know what's in those

1 papers?

2 A. Not directly, no. Just a summary.

3 Q. Okay. And what's the summary understanding
4 that you have of what's in those papers?

5 A. That there's a tremendous amount of litigation,
6 there are a lot of lawyers involved, a lot of motions in
7 the file, but, most recently, the receivership was
8 vacated.

9 Q. Anything more specific than that, like specific
10 things that Novo Point and Quantec may have said to any
11 court?

12 A. Not specifically, no.

13 Q. Don't you think it would be kind of important,
14 as manager of Novo Point and Quantec, to know those
15 things?

16 A. In view of the time and the amount of
17 litigation, I've chosen not -- and because I'm not
18 actively involved in the litigation --

19 Q. You've --

20 A. -- I've chosen to just wait until it's over.

21 Q. And not to look at the specifics of what's
22 being said on behalf of Novo Point and Quantec?

23 A. Correct.

24 Q. So, as we sit here today, you couldn't -- you
25 couldn't tell me any specific position that Novo Point

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1 or Quantec has taken in any court?

2 A. Correct.

3 Q. And you certainly haven't directed any specific
4 position for Novo Point or Quantec in any court?

5 A. Correct.

6 Q. Do you know if Novo Point or Quantec is part of
7 the receivership that's run by Mr. Vogel?

8 A. Yes.

9 Q. Yes, they are part of the receivership?

10 A. Yes, I know that they are part of the
11 receivership.

12 Q. Have you ever spoken to Mr. Vogel?

13 A. I may have spoken to him many years ago but
14 nothing in the last five years.

15 Q. And, certainly, nothing in relationship to the
16 receivership, correct?

17 A. Correct.

18 Q. Have you had any discussions or any
19 communications with anyone who is saying that they're
20 talking to you on behalf of the receiver?

21 A. No.

22 Q. Have you had any discussions with anyone from
23 the receivership?

24 A. No.

25 Q. Did you ever contact or attempt to contact

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1 anyone from the receiver or receivership?

2 A. No.

3 Q. Okay. Do you know that Mr. Jeffrey Baron is
4 subject to an involuntary bankruptcy case?

5 A. Yes.

6 Q. Have you spoken to anyone in regard to
7 Mr. Baron's involuntary bankruptcy case?

8 MR. PAYNE: I object to the form of the
9 question. Instruct you not to answer as to any
10 communications between you and I. Invades
11 attorney-client privilege.

12 Q. Other than communications with your attorney,
13 I'm asking you, have you spoken to anybody about
14 Mr. Baron's bankruptcy case?

15 A. No.

16 Q. Okay. Have you made any claims in Mr. Baron's
17 bankruptcy case?

18 A. Personally?

19 Q. Yeah.

20 A. No.

21 Q. Do you know if Novo Point and Quantec has made
22 any claims in Mr. Baron's bankruptcy case?

23 A. No.

24 Q. Do you have any understanding of whether the
25 bankruptcy court has jurisdiction over Novo Point or

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1 Quantec?

2 A. It's something I haven't considered.

3 Q. As you sit here today, do you have any
4 understanding at all?

5 MR. PAYNE: Objection --

6 Q. I'm not asking you -- I'm not asking you for a
7 lawyer's opinion. I'm asking you, just as a lay
8 person -- as a lay person, do you have any understanding
9 of whether or not the bankruptcy court has authority
10 over Novo Point or Quantec?

11 MR. PAYNE: Objection. Asks for a legal
12 conclusion. She's clearly not qualified to offer a
13 legal conclusion. And the predicate --

14 Q. Okay. I'm not asking you for any legal opinion
15 or legal --

16 MR. PAYNE: Yes, you are.

17 Q. -- conclusion.

18 MR. PAYNE: Yes, you are.

19 MR. SCHENCK: She can answer the question.

20 MR. PAYNE: I instruct you not to answer.

21 A. I've been instructed not to answer.

22 MR. SCHENCK: On what basis are you
23 instructing the witness?

24 MR. PAYNE: That she's not qualified to
25 answer that. It calls for a legal conclusion. There

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1 are lawyers who are in direct disagreement about this.

2 MR. SCHENCK: Doesn't matter. He's just
3 asking what her opinion is. Do you have --

4 MR. PAYNE: I've given the instruction.

5 Q. (BY MR. FINE) Okay.

6 A. I think I am not going to answer that.

7 Q. Okay.

8 A. I think I don't know the answer to that.

9 Q. You don't know the answer to whether or not the
10 bankruptcy court has authority over Novo Point or
11 Quantec?

12 A. Correct.

13 Q. This is a different question. Do you think the
14 bankruptcy court should have authority over Novo Point
15 or Quantec?

16 MR. PAYNE: Same objection. Same
17 instruction.

18 Q. I'm asking you as manager of Novo Point and
19 Quantec.

20 MR. PAYNE: Same instruction. Same
21 objection.

22 A. I'm following the instructions of Mr. Payne. I
23 choose not to answer.

24 Q. I'm very curious about this because you're
25 holding yourself out as manager for Novo Point and

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1 Quantec. And so why I'm asking you this question is
2 very simply, as manager of Novo Point and Quantec, don't
3 you think you should take a position regarding whether
4 or not the bankruptcy court should have authority over
5 Novo Point and Quantec?

6 A. That's a legal question that I'm not able to
7 answer.

8 Q. I'm not asking for any sort of legal opinion or
9 answer a legal conclusion at all. I'm asking you much
10 more in the point of, like, should Joe over here have
11 authority over Novo Point or Quantec, or should Sally or
12 Bob over here have authority over Novo Point and
13 Quantec?

14 You're manager of Novo Point and Quantec.
15 Are you willing to cede authority over Novo Point and
16 Quantec to anyone?

17 MR. PAYNE: Same instruction. Same
18 objection.

19 A. I can't answer that.

20 Q. Well, have you been given any direction by
21 anyone to give up authority over Novo Point and Quantec?

22 MR. PAYNE: Object. Invades
23 attorney-client privilege. You can answer as to anyone
24 other than counsel.

25 Q. Has anyone given you direction, other than

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1 counsel, regarding any disposition of Novo Point and
2 Quantec?

3 A. No.

4 Q. Do you think that it would be an appropriate
5 disposition of Novo Point and Quantec for the bankruptcy
6 court to take control of Novo Point and Quantec?

7 MR. PAYNE: Same objection. Same
8 instruction.

9 A. Same response.

10 Q. So you do believe that the bankruptcy court
11 should take control over Novo Point --

12 MR. PAYNE: Same objection --

13 Q. -- and Quantec?

14 MR. PAYNE: -- same instruction.

15 A. I'm not answering that, on the advice of
16 counsel.

17 Q. I'm very confused by the answer. I'm not
18 asking for a legal conclusion. I'm not asking you
19 whether they -- whether some court or some law says that
20 they can or can't take control over it. I'm asking you
21 whether or not you think it's appropriate for the
22 bankruptcy court to take control over Novo Point and
23 Quantec.

24 MR. PAYNE: Same objection, same
25 instruction.

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1 A. On advice of counsel, I choose not to answer.

2 Q. Okay. And so you're not answering?

3 A. (Nods.)

4 Q. What do you believe your duties are for Novo
5 Point and Quantec?

6 A. Once they are out of receivership, once the
7 assets have been turned over to me is to manage those
8 assets and hire people that have experience with -- with
9 programming and also to hire attorneys to resolve
10 disputes and -- and manage the domain names.

11 Q. Do you think one of your duties as manager of
12 Novo Point and Quantec is to try to make sure that the
13 assets become free from the receivership?

14 A. I rely on counsel for that.

15 Q. So you don't have any independent understanding
16 of that or independent idea about that?

17 A. Independently, I do believe they should be
18 released from receivership.

19 Q. Okay. Do you -- independently, do you believe
20 that they should be -- control of them should be handed
21 over to anybody else other than yourself?

22 MR. PAYNE: Objection, calls for a legal
23 conclusion. Instruct you not to answer. I'm sorry.
24 Calls for a legal opinion.

25 Q. I'm not asking you for any legal opinion. I'm

Elissa (Lisa) Katz 12/13/2013

1 asking you as manager. You've told me what your duties
2 are. I'm just simply asking you, do you think that the
3 assets of Novo Point and Quantec, if they're free from
4 the receivership --

5 MR. PAYNE: Same instruction --

6 Q. -- should they be handed over to anybody else?

7 MR. PAYNE: Same objection, same
8 instruction.

9 A. Same answer.

10 Q. So you won't answer that?

11 A. Correct.

12 Q. And so, if there's -- is there some secret
13 arrangement out there that you're supposed to hand the
14 assets over to somebody else once they become free from
15 the receivership?

16 A. No.

17 Q. So why can't you tell me whether you think it's
18 a good thing or a bad thing for the assets of Novo Point
19 and Quantec to be handed over to someone other than
20 yourself?

21 MR. PAYNE: Objection --

22 A. You're confusing me.

23 MR. PAYNE: -- mischaracterization of your
24 previous questioning. That's not the question you
25 asked. You asked questions which called for her to give

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1 a legal opinion. You can say they don't, but the fact
2 is they do. She hasn't got the necessary
3 qualifications. You haven't laid the predicate.
4 Instructing her not to answer.

5 MR. FINE: Okay. Putting aside that you're
6 coaching the witness, I really do want to finish up this
7 deposition fairly quickly.

8 MR. PAYNE: I understand.

9 Q. I'm just trying to obtain from you a very
10 simple understanding. And that is whether, in your role
11 as manager, you think, as manager, that the assets of
12 Novo Point and Quantec should be -- that control of them
13 should be given to anyone other than yourself. I'm
14 asking for your opinion.

15 A. In my opinion, no.

16 Q. Okay. And -- and, in your opinion -- I'm not
17 asking for a legal opinion. In your opinion, do you
18 think it would be an appropriate thing or an
19 inappropriate thing for those assets to be handed over
20 to the bankruptcy trustee for Mr. Baron?

21 MR. PAYNE: Object to the question. Calls
22 for a legal conclusion. There is simply no way she can
23 answer that without getting into legal opinions. And
24 instruct her not to answer.

25 Q. Okay. If you're ordered by a court to hand

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1 over assets to someone, will you do that? Will you
2 follow a court order?

3 A. It depends.

4 Q. Okay. And what does it depend upon?

5 A. What those assets are.

6 Q. Can you expand upon your answer?

7 A. Sure. I'm the daughter of a holocaust
8 survivor. Assets of my family were seized, you know,
9 ordered to be passed over and to refer to that
10 situation. So it depends what the assets are, what the
11 situation was. It's a gray area.

12 Q. And so it's situational? It depends upon the
13 overall circumstances?

14 A. Yes.

15 Q. Okay. Looking at the overall circumstances of
16 this case, do you have an opinion as to whether or not
17 it would be appropriate to hand over the assets, if
18 ordered to do so, to hand them over to a bankruptcy
19 trustee?

20 MR. PAYNE: Objection. Calls for a legal
21 conclusion. She has not been qualified as an expert.

22 And instruct you not to answer.

23 A. I'm --

24 Q. And you're not going to answer?

25 A. I'm not going to answer.

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1 Q. Okay. So let me ask you this question. I
2 represent a receiver. The receiver -- you understand
3 the receiver currently controls the Novo Point and
4 Quantec assets?

5 A. Correct.

6 Q. Correct?

7 A. Yes.

8 Q. Do you think it's appropriate if the receiver
9 follows a court order? I'm asking for your personal
10 opinion.

11 MR. PAYNE: You're asking for a legal
12 opinion. You haven't given her the circumstances under
13 which that order is entered. You haven't given her the
14 facts. You haven't given her anything. It's --

15 I instruct you not to answer.

16 Q. Okay. So you're going to refuse to answer
17 these questions. Correct?

18 A. That's correct.

19 Q. Okay. How would you decide in the future such
20 a question? How would you go about making your
21 decision, as manager of Novo Point and Quantec?

22 A. Research all possibilities or options and then
23 make a decision.

24 Q. And that would include, of course, conferring
25 with your counsel?

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1 A. It depends upon what the issue is.

2 Q. Would it include conferring with The Village
3 Trust?

4 A. Again, it depends.

5 Q. Okay.

6 MR. FINE: Let's take a break just for a
7 second. We'll go off the record.

8 (Recess from 11:21 to 11:27 a.m.)

9 Q. Ms. Katz, we're back on the record. And, of
10 course, you know you're --

11 A. Still under oath.

12 Q. -- still under oath. And are you going to
13 bring that three-inch stack of documents with you on
14 Tuesday to the hearing?

15 A. I haven't made a decision yet.

16 Q. Are there any documents that are going to be
17 brought to the hearing by Novo Point and Quantec?

18 A. I'm not sure.

19 Q. Okay. When are you going to make that
20 decision?

21 A. Probably Monday.

22 MR. SCHENCK: Just for the record, I'm
23 going to make the request that she bring those documents
24 in case the judge would like to see them.

25 MR. PAYNE: I figured you would.

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1 MR. SCHENCK: There you go.

2 Q. And you'll comply with that request, correct?

3 A. Sure.

4 MR. PAYNE: I don't know yet. I'll take it
5 under consideration. I'm not going to commit to
6 anything on the record here.

7 MR. FINE: Okay. That's not okay with us,
8 but --

9 MR. PAYNE: I understand.

10 Q. (BY MR. FINE) I've been told that there was an
11 agreement to transfer all of the assets of Quantec and
12 Novo Point to Gary Schepps. Are you aware of that?

13 A. No. That's the first time I'm hearing of that.
14 Never heard of that.

15 Q. Are you aware of any agreement to transfer any
16 assets of Novo Point and Quantec to anybody?

17 A. No.

18 Q. And not to Mr. Schepps?

19 A. No. This is the first I'm hearing of that.

20 Q. Okay. What are you going to do to prepare for
21 the hearing on Tuesday?

22 A. I'm not sure. I haven't given it any thought
23 yet.

24 Q. And have you read the motion that was filed by
25 the receiver to ask for a show-cause order?

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1 A. No, I did not.

2 Q. Okay. And so you haven't -- you haven't read
3 any part of it? Or have you had it described to you?

4 MR. PAYNE: Objection. Inquires into
5 attorney-client privilege. Instruct you not to answer
6 as to any discussions between you and myself.

7 Q. Okay. So --

8 A. I'm not answering that.

9 Q. Okay. And you didn't have any discussions with
10 a nonattorney regarding that motion?

11 A. Correct.

12 Q. Okay. Do you have any understanding of what
13 positions Novo Point and Quantec are going to take
14 regarding that motion?

15 A. Since I'm not familiar with the motion, I can't
16 answer that.

17 Q. Did you have any discussions with Mr. Schepps
18 regarding that motion for --

19 A. No.

20 Q. -- show cause?

21 A. No.

22 Q. Are you planning to call The Village Trust,
23 Brian Mason, Narita, or anybody else, for that matter,
24 to get direction from them regarding Tuesday's hearing?

25 A. I'm not sure.

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1 Q. When will you make a decision regarding that?

2 A. Possibly later today or Monday.

3 Q. And you've never traveled to the Cook Islands?

4 A. No.

5 Q. Have you had any dealings at any time with any
6 other entity out of the Cook Islands?

7 A. Not to my knowledge.

8 Q. Okay. Have you ever met Narita or Brian Mason?

9 A. No.

10 Q. How do you know it's them when you talk to
11 them?

12 A. I assume that they say who they are -- that
13 they are who they say they are.

14 Q. And, other than that, you really have no way of
15 independently knowing --

16 A. No.

17 Q. -- if they're really who they say they are?

18 A. No.

19 Q. And, of course, you reside here in Dallas,
20 correct?

21 A. Uh-huh. Yes.

22 Q. Okay. And you're a United States citizen?

23 A. I was born in the United States.

24 MR. FINE: And, Mr. Payne, on the record,
25 are you making the representation that you presented the

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1 most knowledgeable 30(b)(6) witness --

2 MR. PAYNE: Yes. Yes.

3 MR. FINE: -- for Quantec and Novo Point?

4 MR. PAYNE: Yes.

5 MR. FINE: Okay. And that there isn't a
6 more knowledgeable 30(b)(6).

7 MR. PAYNE: That I'm going to bring to the
8 hearing or something? No, there is not a more
9 knowledgeable person that I know of.

10 MR. SCHENCK: On the topics we've
11 identified?

12 MR. PAYNE: On the topics you've identified
13 that I'm aware of.

14 MR. SCHENCK: Thanks, Chris.

15 MR. FINE: Okay. I have a subpoena for you
16 to appear at the hearing on Tuesday at 9:30 which I'm
17 going to hand to you now.

18 And I'll just note for the record, it's a
19 subpoena for Ms. Katz to appear at 9:30 in the morning
20 on Tuesday, December 17th, in the bankruptcy court.

21 I would -- I don't want to put you through
22 an unnecessary burden.

23 If, for some reason, the hearing is
24 postponed, Mr. Payne, will you be able to contact
25 Ms. Katz --

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1 MR. PAYNE: Yes.

2 MR. FINE: -- and tell her not to appear?

3 MR. PAYNE: Yes, I will.

4 MR. FINE: Okay.

5 THE WITNESS: How long do you estimate this
6 hearing to take?

7 MR. FINE: The hearing -- the hearing might
8 take all day. Is there something that would make it
9 difficult for you to appear that day?

10 MR. SCHENCK: Or a particular time.

11 MR. FINE: Or at a particular time.

12 A. In the afternoon.

13 Q. So, in the afternoon, you have something else
14 that's a conflict?

15 A. After, like, 2:30, 3:00, yes.

16 Q. Okay. We will make every effort to advise the
17 bankruptcy court of that. And, if you are asked to give
18 testimony, for example, we'll ask that you be put on --

19 A. Sooner rather than --

20 Q. -- sooner rather than later --

21 A. Thank you.

22 Q. -- so that we can accommodate your schedule.

23 But, otherwise, you should be able to appear on that
24 day?

25 A. Yes.

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1 Q. Okay. Very good.

2 MR. FINE: I'll pass the witness. The --
3 the -- Mr. Payne, I wanted to make you aware that, when
4 I sent out these deposition notices, they were on behalf
5 of both the Receiver and Mr. Litzler as Chapter 7
6 Trustee. That's what they recite. So I'm going to pass
7 the witness to Kevin McCullough.

8 EXAMINATION

9 BY MR. MCCULLOUGH:

10 Q. Hello, Ms. Katz. I'm Kevin McCullough. I'm
11 counsel for John Litzler, Chapter 7 Trustee in the Jeff
12 Baron estate. What is your understanding of why the
13 Quantec and Novo Point assets got placed into
14 receivership?

15 A. That's a good question. Because of their
16 value, I'm assuming.

17 Q. Because they were valuable or valueless?

18 A. Valuable.

19 Q. And why did they need -- because they were
20 valuable, they needed to be placed in a receivership?

21 A. No, I don't really know the answer to that.
22 I'd have to -- I know there's just been a tremendous
23 amount of litigation.

24 Q. And why do you think there's been so much
25 litigation?

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1 A. Usually -- it's usually due to something
2 concerning money or something that's valuable. If they
3 were valueless, then there wouldn't be a lot of, if any,
4 litigation.

5 Q. Okay. So -- well, who is fighting over the
6 assets that are so valuable? Who do you --

7 A. The -- I'm not exactly sure. I know that Jeff
8 Baron is involved, that they were originally his assets.
9 They originally came out of a partnership, and the
10 partnership split up. And different entities were
11 formed, and litigation ensued.

12 Q. Is it your understanding that Jeff Baron is
13 claiming that Novo Point and Quantec are his assets?

14 A. I'm not sure.

15 Q. Is it Novo Point and Quantec's position that
16 the receiver was not qualified to manage the
17 receivership assets?

18 A. Not to my knowledge.

19 Q. I think you testified earlier that your
20 direction from the trust was to be in stand-by mode.

21 A. (Nods.)

22 Q. Did they give you any kind of direction as
23 relates to the litigation?

24 A. No.

25 Q. Why was dissolution of the receivership in the

Elissa (Lisa) Katz 12/13/2013

1 best interests of Quantec and Novo Point?

2 MR. PAYNE: Objection. Calls for a legal
3 conclusion.

4 Q. Just in your opinion, why?

5 A. I'm not going to answer that.

6 Q. What type of -- are there any liabilities that
7 Novo Point and Quantec are currently incurring that
8 you're aware of?

9 A. Legal fees.

10 Q. To who?

11 A. To Mr. Payne.

12 Q. Anyone else?

13 A. Possibly Gary Schepps.

14 Q. So Gary Schepps is representing Novo Point and
15 Quantec?

16 A. In the past.

17 Q. How about Ms. Garrett?

18 A. She just popped up yesterday in my scope, so I
19 had no idea.

20 Q. But you've never authorized any type of
21 employment terms with Ms. Garrett?

22 A. Absolutely not. I've never seen her name
23 before yesterday.

24 Q. How did Mr. Schepps get involved with Jeff
25 Baron?

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1 A. I don't know.

2 Q. Who contacted you to become manager for Novo
3 Point and Quantec?

4 A. Well, I originally had asked -- excuse me. Can
5 you stop doing that? It's making me dizzy. I had
6 originally asked -- I contacted Mr. Schepps and asked if
7 he knew of anyone that was hiring, because I was looking
8 for work.

9 Q. And who was Mr. Schepps representing at that
10 time?

11 A. I believe he was representing Jeff Baron.

12 Q. Individually?

13 A. I can't answer that. I don't know what their
14 arrangement was.

15 Q. Do you know if Mr. Schepps was representing
16 Novo Point and Quantec at that point?

17 A. I don't know.

18 Q. When you became manager of Novo Point and
19 Quantec, was it your understanding you were -- were you
20 replacing anybody?

21 A. I -- not to my knowledge.

22 Q. Did they have offices at that point?

23 A. Not to my knowledge.

24 Q. And did they have any employees at that point?

25 A. Not to my knowledge.

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1 Q. Do they have a board of directors?

2 A. Not that I'm aware of.

3 Q. Are there any officers of Novo Point or
4 Quantec?

5 A. Not that I'm aware of.

6 Q. Do you know a Jeff Katz?

7 A. A Jeff Katz? My former brother-in-law in
8 Tucson.

9 Q. He's not involved in this case in any way?

10 A. No. The Jeff Katz I know is an eye surgeon who
11 once had an eye in his refrigerator when I visited them.
12 But that's the only Jeff Katz I know.

13 MR. MCCULLOUGH: Okay. I reserve my
14 questions for Tuesday.

15 MR. URBANIK: I have no questions.

16 MR. PAYNE: We'll reserve all of ours.

17 MR. FINE: Thanks a lot.

18 THE REPORTER: And I have to put something
19 on the record because it's Federal. So, for the record,
20 Counsel have stipulated that custody of the original
21 transcript of Lisa Katz, in the Oral Deposition of Lisa
22 Katz, and any exhibits marked will be maintained by --

23 MR. FINE: By Dykema Gossett, as attorneys
24 for the Receiver.

25 THE REPORTER: Okay. Do Counsel have --

Elissa (Lisa) Katz 12/13/2013

1 MR. SCHENCK: And pending (inaudible) --

2 THE REPORTER: And what?

3 MR. SCHENCK: Pending wind-down of the
4 receivership.

5 THE REPORTER: Okay. And do Counsel have
6 anything further to add to the record as far as
7 stipulations?

8 MR. MCCULLOUGH: No.

9 MR. PAYNE: No.

10 THE REPORTER: All right. This concludes
11 the deposition at 11:43 a.m. Thank you.

12 (Deposition concluded at 11:43 a.m.)

13 (Original exhibits marked during the
14 deposition were attached to the original
15 deposition transcript.)

16 (Before the completion of the deposition,
17 per Federal Rule of Civil Procedure
18 30(e)(1), signature was requested by
19 Counsel.)

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SIGNATURE OF WITNESS

I, ELISSA (LISA) KATZ, solemnly swear or affirm, under the pains and penalties of perjury, that the foregoing pages contain a true and correct transcript of the testimony given by me at the time and place stated, with the corrections, if any, and the reasons therefor noted on the foregoing correction page(s).

ELISSA (LISA) KATZ

STATE OF _____ *

COUNTY OF _____ *

Before me, _____, on this day personally appeared ELISSA (LISA) KATZ, known to me or proved to me under oath, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this, the _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____
MY COMMISSION EXPIRES: _____

Elissa (Lisa) Katz 12/13/2013

1 I further certify that I am neither counsel for,
2 related to, nor employed by any of the parties or
3 attorneys in the action in which this proceeding was
4 taken and, further, that I am not financially or
5 otherwise interested in the outcome of the action.

6 Given under my hand on this 15th day of December,
7 2013.

8 

9 April C. Presley, Texas CSR 3185
10 Expiration Date: 12/31/13
11 CORONA COURT REPORTING
12 Firm Registration No. 282
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ATTORNEYS FOR RECEIVER PETER S. VOGEL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

JEFFREY BARON

Debtor.

§
§ Case Nos. 12-37921-sgj 7
§
§ Chapter 7 Case
§
§

NOTICE OF DEPOSITION OF LISA KATZ

TO: Lisa Katz, by and through Christopher A. Payne, Sandler Siegel, PLLC, 6600 LBJ Freeway, Suite 183, Dallas, Texas 75240.

PLEASE TAKE NOTICE that, pursuant to Bankruptcy Rule 7030, incorporating Rule 30 of the Federal Rules of Civil Procedure, Peter S. Vogel, Receiver over Jeffrey Baron (“Baron”) and the Receivership Parties (the “Receiver”), and John H. Litzler, Chapter 7 Trustee in the above-referenced case (the “Trustee”), will take the oral deposition of Lisa Katz. The deposition will commence on **Friday, December 13, 2013 at 9:00 a.m.** at the offices of Sandler Siegel, PLLC, 6600 LBJ Freeway, Suite 183, Dallas, Texas 75240, continuing from day to day until completed. The deposition(s) will be taken before an official court reporter authorized by law to administer an oath and will be recorded by sound and visual means.



PLEASE TAKE FURTHER NOTICE THAT, pursuant to Bankruptcy Rule 7030, incorporating Fed. R. Civ. P. 30, the deponent will be asked about the matters set forth in the attached Exhibit A. This deposition will be taken for discovery purposes, for use at trial, and for all other purposes allowed under the Bankruptcy Rules of Procedure and the Federal Rules of Civil Procedure.

You are invited to attend and cross-examine.

DATE: December 10, 2013

Respectfully submitted,

/s/ Jeffrey R. Fine

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David J. Schenck
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Christopher D. Kratovil
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**ATTORNEYS FOR RECEIVER
PETER S. VOGEL**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that counsel of record for Novo Point, L.L.C.; Quantec, L.L.C., and the Village Trust and the Trustee are being served with a copy of this document in accordance with Rule 5, Federal Rules of Civil Procedure on this 10th day of December 2013.

/s/ Jeffrey R. Fine

EXHIBIT A

- 1) The current trustee(s), protector(s), and beneficiaries of the Village Trust.
- 2) The current owner(s) and/or trustee(s) of Novo Point and Quantec.
- 3) The person or persons who are giving direction to Christopher A. Payne to appear on behalf of Novo Point, Quantec and/or the Village Trust (together, the "Entities"), their terms of engagement, and who is approving actions on behalf of the Entities.
- 4) The person or persons who are giving direction to Mpatanishi Tayari Garrett to appear on behalf of the Entities, their terms of engagement, and who is approving actions on behalf of the Entities.
- 5) The circumstances of how the current trustee(s) of the Entities were appointed and the details regarding their authority to act.
- 6) The amounts and dates of any payments made to the current or former trustee(s) of the Entities within the last two years.
- 7) Any and all information relevant as to why certain Receivership assets (the Novo Point and Quantec domain name portfolios and associated accounts, hereafter, the "Domain Assets") purportedly owned by the Entities and currently administered by the Receiver should or should not be immediately turned over to the Bankruptcy Trustee.
- 8) Any and all documents, positions, issues, facts or evidence that may be presented or argued by the Entities at the Show Cause Hearing currently scheduled for Judge Jernigan's Court for December 17, 2013.

telephone numbers of their respective attorneys are as follows:

Appellant: Defendant Jeffrey Baron

Non-Party Appellants: Novo Point, LLC and Quantec, LLC

Represented on Appeal by:

Mpatanishi S. Tayari Garrett
Tayari Law PLLC
100 Crescent Court, Ste. 700
Dallas, TX 75201
Tel/Fax: 877.829.2740
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Appellee: Peter S. Vogel, receiver

Represented by: David J. Schenck
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Dated: June 28, 2013

Respectfully submitted,

Tayari Law PLLC

By: /s/ Mpatanishi Tayari Garrett
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COUNSEL FOR APPELLANTS

CERTIFICATE OF SERVICE

This is to certify that this was served on all parties who receive notification through the Court's electronic filing system, including:

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/s/ Mpatanishi Tayari Garrett
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ATTORNEYS FOR RECEIVER PETER S. VOGEL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: §
§ **Case Nos. 12-37921-sgj 7**
§
JEFFREY BARON §
§ **Chapter 7 Case**
§
Debtor. §

**NOTICE OF DEPOSITION OF CORPORATE REPRESENTATIVES OF
NOVO POINT, L.L.C.; QUANTEC, L.L.C., AND THE VILLAGE TRUST**

TO: Novo Point, L.L.C.; Quantec, L.L.C., and the Village Trust, by and through their attorney of record, Christopher A. Payne, Sandler Siegel, PLLC, 6600 LBJ Freeway, Suite 183, Dallas, Texas 75240.

PLEASE TAKE NOTICE that, pursuant to Bankruptcy Rule 7030, incorporating Rule 30 of the Federal Rules of Civil Procedure, Peter S. Vogel, Receiver over Jeffrey Baron (“Baron”) and the Receivership Parties (the “Receiver”), and John H. Litzler, Chapter 7 Trustee in the above-referenced case (the “Trustee”), will take the oral deposition of one or more duly appointed representatives of Novo Point, L.L.C. (“Novo Point”); Quantec, L.L.C. (“Quantec”), and the Village Trust. The deposition will commence on Friday, December 13, 2013 at 9:00 a.m. at the offices of Sandler Siegel, PLLC, 6600 LBJ Freeway, Suite 183, Dallas, Texas 75240, continuing from day to day until completed. The deposition(s) will be taken



before an official court reporter authorized by law to administer an oath and will be recorded by sound and visual means.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Bankruptcy Rule 7030, incorporating Fed. R. Civ. P. 30(b)(6), the deponent or deponents will be asked about the matters set forth in the attached Exhibit A. Novo Point, Quantec, and the Village Trust are each requested to designate one or more corporate representatives (who are authorized to speak on their behalf) to answer questions on the indicated matters, and for each individual designated, the matters on which each designated individual will testify on its behalf. This deposition will be taken for discovery purposes, for use at trial, and for all other purposes allowed under the Bankruptcy Rules of Procedure and the Federal Rules of Civil Procedure.

You are invited to attend and cross-examine.

DATE: December 10, 2013

Respectfully submitted,

/s/ Jeffrey R. Fine

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**ATTORNEYS FOR RECEIVER
PETER S. VOGEL**

EXHIBIT A

- 1) The current trustee(s), protector(s), and beneficiaries of the Village Trust.
- 2) The current owner(s) and/or trustee(s) of Novo Point and Quantec.
- 3) The person or persons who are giving direction to Christopher A. Payne to appear on behalf of Novo Point, Quantec and/or the Village Trust (together, the "Entities"), their terms of engagement, and who is approving actions on behalf of the Entities.
- 4) The person or persons who are giving direction to Mpatanishi Tayari Garrett to appear on behalf of the Entities, their terms of engagement, and who is approving actions on behalf of the Entities.
- 5) The circumstances of how the current trustee(s) of the Entities were appointed and the details regarding their authority to act.
- 6) The amounts and dates of any payments made to the current or former trustee(s) of the Entities within the last two years.
- 7) Any and all information relevant as to why certain Receivership assets (the Novo Point and Quantec domain name portfolios and associated accounts, hereafter, the "Domain Assets") purportedly owned by the Entities and currently administered by the Receiver should or should not be immediately turned over to the Bankruptcy Trustee.
- 8) Any and all documents, positions, issues, facts or evidence that may be presented or argued by the Entities at the Show Cause Hearing currently scheduled for Judge Jernigan's Court for December 17, 2013.