

08:11 1 of cyber squatting liability called --

2 THE COURT: Please, you guys know so much more
3 than I do. Judge Lynn put an order in place. It will
4 work. Both sides agree.

5 MR. BELL: Yes, your Honor, absolutely. I don't
6 think your Honor needs to modify that order, and I'm okay
7 with it, and I believe Mr. MacPete is as well.

8 THE COURT: You realize that order is an order
9 of the Court. So any failure to comply with that order is
10 contempt, punishable by lots of dollars, punishable by
11 possible jail, death.

12 MR. BELL: And death.

13 MR. RAWLS: The only part about that that I
14 would ask the Court is to give us a ruling on the earlier
08:12 15 issue that Mr. MacPete raised. There is this UDRP issue
16 where my client has no choice if he wants to keep his
17 accreditation with ICANN to change the registrant
18 information, who owns the names. And apparently there is
19 another process that doesn't involve UDRP where a third
20 party asserts a trademark claim to a name, and my client
21 in that situation also has no choice, and basically this
22 arises out of Judge Lynn's order on Friday that Mr.
23 MacPete's client is concerned that my client would get in
24 there to alter the date to alter the split. They were
25 concerned about alteration of data. Judge Lynn said

08:19 1 THE COURT: I like California. Wish they had a
2 better system of governance, but I like California.

3 MR. BELL: We're in a little bit of a quagmire,
4 and I think the best thing to do would be to order us
5 right now -- It sounded like I was quasi-joking, but we
6 need to get into a room and get this knocked out, and
7 we're ready, willing and able to perform in contravention
8 of Mr. MacPete's representation, and I'm not saying he
9 misrepresented. We're ready willing and able to perform.
10 We want the case off the docket. There is a state court
11 motion pending. A motion to enforce in that court and I
12 don't believe, with all due respect to the Court, the
13 state court has jurisdiction on this.

14 THE COURT: They do and I have jurisdiction,
08:20 15 too. So I'll tell you what. I am going to stay in this
16 case through the preliminary injunction, and there is an
17 order entered. Nobody can violate it. Anybody violates
18 it, you are all paying big dollars. Not only corporately
19 but personally also. You want to challenge the court
20 order, I have the marshals behind me. I can come to your
21 house, pick you up, put you in jail. I can seize your
22 property, do anything I need to do to enforce my orders.
23 I'm telling you don't screw with me. You are a fool, a
24 fool, a fool, a fool to screw with a federal judge, and if
25 you don't understand that, I can make you understand it.

08:21 1 I have the force of the Navy, Army, Marines and Navy
2 behind me. There is a lot of playing games. Both sides
3 are probably completely complicit. But it's time to
4 resolve this. If you don't want to resolve it, I can put
5 you in jail. I can hold you six months, twelve months,
6 eighteen months, and I can do that, and if you want me to
7 do it, I will be glad to do it, but you need to be serious
8 about this. There is a problem here that I do not
9 understand. It's really beyond my comprehension, and I
10 actually am not a completely dumb person. So you need to
11 get this resolved.

12 MR. BELL: I have been on the case eight days.
13 So I'm not entirely complicit.

14 THE COURT: Everybody is to blame. When you get
08:22 15 up in the morning look in the mirror. Everybody is to
16 blame here. I'm going to hear you on the 1st, if I have
17 to, but in the meantime, there needs to be two adults, one
18 on each side, that figures this out.

19 MR. BELL: Do you think, your Honor -- I mean I
20 would make an oral motion before the honorable court maybe
21 to order a mediation and get this thing out and off your
22 docket.

23 THE COURT: There is no question that's what
24 needs to be done. Apparently, there is a lot of money to
25 be had here. Let's not be greedy. Let's get this done

06:55 1

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

2			
3			
4	NETSPHERE, ET AL.	(Number 3: 09-CV-0988-F
	Plaintiff,	(
5		(
	vs.	(
6		(
	JEFFREY BARON, ET AL.	(
7	Defendant.	(February 10, 2011

09:10 8

Emergency Motion to Clarify and Further Emergency Relief
Before the Honorable Royal Furgeson

A P P E A R A N C E S:

For the Plaintiff Netsphere:

JOHN W. MACPETE
 LOCKE LORD BISSELL & LIDDELL LLP
 2200 Ross, Suite 2200
 Dallas, TX 75201
 Phone: 214/740-8662
 Email: jmacpete@lockelord.com

RAVI PURI
 ATTORNEY AT LAW
 1300 Bristol Street North, Suite 200
 Newport Beach, California 92260
 Work: (949) 756-2446

For the Receiver:

BARRY M. GOLDEN
 PETER LOH
 GARDERE WYNNE SEWELL
 1601 Elm Street, Suite 3000
 Dallas, TX 75201-4761
 Phone: 214/999-4746
 Email: bgolden@gardere.com

08:15 1 representing Mr. Baron who will kept saying "This doesn't
2 make sense, don't do this. We have to do it this way."
3 Lawyers over and over and over telling Mr. Baron, you
4 know, you can't do this, can't hide money. Lawyers trying
5 to do their job as lawyers. And over and over again,
6 apparently, Mr. Baron finally just got tired of hearing
7 what he considered to be bad news and fired the lawyers
8 again. You know, people giving bad news I guess are
9 subject to being fired. But what I have never understood
10 in this case -- and I probably will never understand -- is
11 why Mr. Baron does what he does in ways that are so
12 detrimental to his own self interest because what
13 Mr. Baron is about to do here -- whether there is a
14 receiver or not. Say you win and there is no receiver.
08:16 15 It doesn't make any difference. This is going on and on
16 and on until Mr. Baron has nothing. I mean actually
17 everything is depleted. I gather that Mr. Baron is worth
18 lots of money. But it may be that we sell all the domain
19 names. We may sell all of his stock. We may cash in all
20 of his CD's, and we may seize all of his bank accounts.
21 And even if there is no receiver, some judgment creditor
22 is going to do that. It's all gone. And it may be that I
23 don't understand the mind set, and it may be that
24 Mr. Baron is going to say there is nobody anywhere in the
25 universe that's going to tell me what to do. And he can

From: jeffbaron1@gmail.com [mailto:jeffbaron1@gmail.com]
Sent: Thursday, December 02, 2010 4:18 PM
To: VOGEL, PETER
Cc: LOH, PETER
Subject: RE: Jeff Baron Receivership

Dear Mr. Vogel,

Thank you for your email. I do want this account established, but now that I am without legal counsel, I am scared about what my rights and obligations are and how to communicate with you. I would like to renew my request for funds to hire counsel to advise on these issues and to communicate with you.

Thank you for your consideration.

Jeff

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Thursday, December 02, 2010 8:13 PM
To: 'jeffbaron1@gmail.com'
Cc: VOGEL, PETER; LOH, PETER
Subject: FW: Jeff Baron Receivership

Dear Mr. Baron,

As you know, I am counsel for the Receiver, Peter Vogel. The Receiver forwarded to me your e-mail below.

Judge Furgeson's Order Appointing Receiver ("Receiver Order") provides the Receiver with, among other things, the following powers and duties: (1) "exclusive control over, any and all 'Receivership Parties, which term shall include Jeffrey Baron," (2) "exclusive control over any and all 'Receivership Assets', which term shall include . . . accounts . . . and all cash" (the "Receiver Funds"), and (3) exclusive power "[t]o choose, engage, and employ attorneys . . . as . . . the Receiver deems necessary." The Receiver Order further provides that you "shall fully cooperate with and assist the . . . Receiver," and such assistance shall include "providing any information to the Receiver that the Receiver deems necessary."

Based on the powers and duties provided to the Receiver within the Receiver Order, the Receiver has retained me and others at my law firm to serve as counsel. Furthermore, based on the obligations imposed upon you under the Receiver Order, you—and that means you, personally, and not indirectly through any lawyer, agent, or any third party individual—shall cooperate and assist me and others at my law firm and provide us with information that we deem necessary to effectuate the Receiver Order.

The Receiver is furthermore instructing you as follows:

First, you are expressly prohibited from retaining any legal counsel. Should you retain any legal counsel, the Receiver may move the Court to find you in contempt of the Receiver Order.

Second, you are expressly prohibited from disbursing any Receiver Funds provided to you by the Receiver for anything other than the following daily-living expenses for yourself only: local transportation, meals, home utilities, medical care and medicine. Should you disburse any Receiver Funds provided to you by the Receiver (including, without limitation, the \$1,000 check enclosed in the letter I had delivered to you approximately two and a half hours ago) for anything other than the aforementioned daily-living expenses (including, without limitation, retaining an attorney), the Receiver may move the Court to find you in contempt of

the Receiver Order. To be clear, you shall not use any portion of the \$1,000 I sent you today to retain an attorney.

Should you have any questions, please do not hesitate to contact me.

Barry Golden
Counsel for the Receiver
214.999.4746