

**U.S. District Court
Northern District of Texas (Dallas)
CIVIL DOCKET FOR CASE #: 3:09-cv-00988-F**

Netsphere Inc et al v. Baron et al
Assigned to: Judge Royal Furgeson
Referred to:
Demand: \$0
Lead Docket: None
Related Cases: None
Cases in other court: None
Cause: 28:1332 Diversity-Contract Dispute

Date Filed: 5/28/2009
Jury Demand: Both
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Special Master

Peter S Vogel
TERMINATED: 12/13/2010

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Filing Date	#	Docket Text
5/28/2009	1	COMPLAINT WITH JURY DEMAND against Jeffrey Baron, Ondova Limited Company filed by Netsphere Inc, Manila Industries Inc, Munish Krishan. (Filing fee \$350.00; Receipt number 31483) (Imp) (Entered: 5/29/2009)
5/28/2009	2	CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT by Netsphere Inc, Manila Industries Inc, Munish Krishan. (Imp) (Entered: 5/29/2009)
5/29/2009	3	Summons Issued as to Jeffrey Baron, Ondova Limited Company. (Imp) (Entered: 5/29/2009)
6/1/2009	4	Summons Reissued as to Ondova Limited Company. (tln) (Entered: 6/1/2009)
6/8/2009	5	SUMMONS Returned Executed as to Ondova Limited Company; served on 6/1/2009. (axm) (Entered: 6/8/2009)
6/15/2009		Case reassigned to Judge Royal Furgeson. Judge Barbara M. G. Lynn no longer assigned to the case. (caw) (Entered: 6/15/2009)
6/15/2009	9	ORDER: Action has been reassigned to Judge Royal Furgeson on consent of the Judges. The case number is now 3:09-cv-988-F. (Ordered by Chief Judge Sidney A Fitzwater on 6/15/2009) (caw) (Entered: 6/15/2009)
6/18/2009	13	MOTION to Dismiss <i>or Alternatively to Stay Plaintiffs' Claims</i> filed by Jeffrey Baron, Ondova Limited Company with Brief in Support. (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D) (Vitullo, Anthony) Modified on 6/19/2009 (jyg). (Entered: 6/18/2009)

6/18/2009		MOTION to Stay Plaintiffs' Claims filed by Ondova Limited Company with Brief in Support. See doc #13 for image (jyg) (Entered: 6/19/2009)
6/19/2009	14	AGREED PROTECTIVE ORDER. See order for details. (Ordered by Judge Royal Furgeson on 6/19/09) (jyg) (Entered: 6/19/2009)
6/19/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 06/19/2009. (Court Reporter Cass Casey.) Time in Court: 3 hours. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 6/22/2009)
6/22/2009	15	MOTION to Withdraw as Attorney <i>of Record</i> filed by Jeffrey Baron, Ondova Limited Company (Attachments: # (1) Text of Proposed Order on Motion to Withdraw) (Vitullo, Anthony) (Entered: 6/22/2009)
6/23/2009	16	SUMMONS Returned Executed as to Jeffrey Baron; served personally on 6/15/2009. (klm) (Entered: 6/23/2009)
6/23/2009	17	CONDITIONAL ORDER granting [15] Motion to Withdraw as Attorney. Attorney Anthony L Vitullo; James Bell and Caleb Rawls terminated. (see order) (Mailed copy of order to defendants.) (Ordered by Judge Royal Furgeson on 6/23/2009) (klm) . (Entered: 6/23/2009)
6/23/2009	18	NOTICE of Attorney Appearance by Ryan K Lurich for Jeffrey Baron, Ondova Limited Company. (Lurich, Ryan) Modified on 6/23/2009 (svc). (Entered: 6/23/2009)
6/23/2009	19	ORDER ON EXPEDITED DISCOVERY. Defendants' oral motion to strike their Motion to Dismiss from the docket is GRANTED, without prejudice to Defendants' re-filing the Motion. Defendants' request to file the exhibits to such re-filed Motion under seal is hereby GRANTED. The parties' joint motion to seal the entire case is DENIED, without prejudice to subsequent requests to seal more limited portions of this case to protect the confidential settlement agreement and sensitive business information of the parties. (see order) (Ordered by Judge Royal Furgeson on 06/23/09) (lmp) (Entered: 6/24/2009)
6/23/2009	21	EXTENSION OF TEMPORARY RESTRAINING ORDER: Plaintiffs' Motion for Preliminary Injunction hearing set for 7/1/2009 09:30 AM before Judge Royal Furgeson. (see order) (Ordered by Judge Royal Furgeson on 6/23/2009) (klm) (Entered: 6/24/2009)
6/29/2009	23	Emergency MOTION to Continue <i>and Motion to Quash Subpoena Duces Tecum</i> filed by Jeffrey Baron, Ondova Limited Company (Lurich, Ryan) (Entered: 6/29/2009)
6/29/2009	24	Mail Returned as Undeliverable. [17] Order on Motion to Withdraw as Attorney received back from Jeffrey Baron as Return to Sender, Not Deliverable as Addressed, Unable to Forward. (Attachments: # (1) Order) (skt) (Entered: 6/30/2009)
6/29/2009		

		MOTION to Quash Subpoena Duces Tecum filed by Jeffrey Baron, Ondova Limited Company. (see doc 23 for image) (axm) (Entered: 6/30/2009)
6/30/2009	25	ORDER denying [23] Emergency Motion to Continue Hearing. The issues addressed in the Defendant's Motion (doc #[23]) will be handled at the hearing set on July 1, 2009 at 9:30 AM. (Ordered by Judge Royal Furgeson on 6/30/2009) (axm) (Entered: 6/30/2009)
6/30/2009	26	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 6-19-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number 214-354-3139. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 7/21/2009. Redacted Transcript Deadline set for 7/31/2009. Release of Transcript Restriction set for 9/28/2009. (clc) (Entered: 6/30/2009)
7/1/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 07/01/2009. Attorney Appearances: Plaintiff - John MacPete; Defense - Ryan Lurich/James Krause. (Court Reporter Cass Casey.) Time in Court: 2hrs 20 minutes. NOPDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 7/2/2009)
7/6/2009	27	MOTION to Dismiss <i>or Alternatively Stay Plaintiffs' Claims</i> filed by Jeffrey Baron, Ondova Limited Company with Brief/Memorandum in Support. (Boisvert, Carter) (Entered: 7/6/2009)
7/6/2009	28	Appendix in Support filed by Jeffrey Baron, Ondova Limited Company re [27] MOTION to Dismiss <i>or Alternatively Stay Plaintiffs' Claims</i> (Boisvert, Carter) (Entered: 7/6/2009)
7/6/2009		MOTION to Stay filed by Jeffrey Baron, Ondova Limited Company (see #27 for image) (svc) (Entered: 7/7/2009)
7/6/2009	30	AMENDMENT TO PRELIMINARY INJUNCTION. See order for specifics. (Ordered by Judge Royal Furgeson on 7/6/09) (jrb) (Entered: 7/7/2009)
7/6/2009	31	ORDER SEALING PRELIMINARY INJUNCTION. See order for other specifics. (Ordered by Judge Royal Furgeson on 7/6/09) (jrb) (Entered: 7/7/2009)
7/6/2009	33	ORDER denying [23] Motion to Quash Subpoena Duces Tecum. (Ordered by Judge Royal Furgeson on 07/06/09) (lmp) (Entered: 7/8/2009)
7/6/2009	34	ORDER EXTENDING REDEMPTION GRACE PERIOD: (see order) (Ordered by Judge Royal Furgeson on 07/06/09) (lmp) (Entered: 7/8/2009)
7/7/2009	32	MOTION and Notice for Intervention and Brief in Support filed by Charla Aldous, Jeffrey H Rasansky. Party Charla Aldous and Jeffrey Rasansky added.

		(Wolf, Robert) Modified on 7/8/2009 (jyg). (Entered: 7/7/2009)
7/7/2009	35	ORDER denying [27] Motion to Dismiss or Alternatively Stay Plaintiffs' Claims; denying [29] Motion to File Documents Under Seal. (Ordered by Judge Royal Furgeson on 7/7/2009) (axm) (Entered: 7/8/2009)
7/7/2009	36	ORDER denying [27] Motion to Dismiss or Alternatively Stay Plaintiffs' Claims. (see order) (Ordered by Judge Royal Furgeson on 7/7/2009) (axm) (Entered: 7/8/2009)
7/9/2009	37	ORDER APPOINTING Special Master. Peter S Vogel appointed. [see Order for specifics]. (Ordered by Judge Royal Furgeson on 7/9/2009) (caw) (Entered: 7/10/2009)
7/14/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Motion hearing held on 07/09/2009 re[32] Motion to Intervene filed by Jeffrey H. Rasansky, Charla Aldous. Court grants Motion to Intervene. Charla Aldous to prepare order to this effect and submit to the Court. Attorney Appearances: Plaintiff - John MacPete; Defense - James Krause; Ryan Lurich. (Court Reporter Cass Casey.) Time in Court: 1 hour 47 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 7/14/2009)
7/16/2009	38	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 7-1-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number 214-354-3139. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 8/6/2009. Redacted Transcript Deadline set for 8/17/2009. Release of Transcript Restriction set for 10/14/2009. (clc) (Additional attachment(s) added on 7/20/2009: #(1) Main Document) (axm). Modified pdf on 7/20/2009 (axm). (Entered: 7/16/2009)
7/16/2009	39	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 7-9-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number 214-354-3139. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 8/6/2009. Redacted Transcript Deadline set for 8/17/2009. Release of Transcript Restriction set for 10/14/2009. (clc) (Additional attachment(s) added on 7/20/2009: #(1) Main Document) (axm). Modified pdf on 7/20/2009 (axm). (Entered: 7/16/2009)
7/17/2009	40	ANSWER to [1] Complaint with Jury Demand filed by Jeffrey Baron, Ondova Limited Company, COUNTERCLAIM against Netsphere Inc, Manila Industries Inc, Munish Krishan filed by Jeffrey Baron, Ondova Limited Company (Lurich,

		Ryan) (Entered: 7/17/2009)
7/21/2009	41	MOTION on Defendant's Contempt of Court filed by Netsphere Inc with Brief/Memorandum in Support. (Mueller, Jason) Modified on 7/22/2009 (Imp). (Entered: 7/21/2009)
7/21/2009	42	Appendix in Support filed by Netsphere Inc re [41] MOTION on Defendant's Contempt of Court. (Mueller, Jason) Modified on 7/22/2009 (Imp). (Entered: 7/21/2009)
7/21/2009	43	MOTION to Expedite <i>Discovery Regarding Anticipated Motion for Leave to Intervene</i> filed by Netsphere Inc, Manila Industries Inc, Munish Krishan with Brief/Memorandum in Support. (Attachments: # (1) Appendix, # (2) Appendix Part II) (MacPete, John) (Entered: 7/21/2009)
7/22/2009	44	Notice of Correction of Signature Omission, correcting signature omission in [41] Motion for Sanctions filed by Netsphere Inc. (MacPete, John) (Entered: 7/22/2009)
7/22/2009	45	Motion for Leave to File Intervention and to Authorize Discovery and Brief in Support against all defendants filed by Craig A. Capua. (Attachments: # (1) Exhibit Verification of Adrian Taylor) (Capua, Craig) Modified on 7/24/2009 (jrb). (Entered: 7/22/2009)
7/24/2009	46	MOTION to Continue <i>Hearing on Plaintiffs' Motion on Defendants' Contempt of Court</i> filed by Jeffrey Baron, Ondova Limited Company with Brief/Memorandum in Support. (Lurich, Ryan) (Entered: 7/24/2009)
7/24/2009	47	RESPONSE filed by Netsphere Inc, Manila Industries Inc, Munish Krishan re [46] MOTION to Continue <i>Hearing on Plaintiffs' Motion on Defendants' Contempt of Court</i> (MacPete, John) (Entered: 7/24/2009)
7/27/2009	48	SUGGESTION OF BANKRUPTCY AND NOTICE OF STAY filed by Ondova Limited Company (Keiffer, E) Modified on 7/28/2009 (tln). (Entered: 7/27/2009)
7/28/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 07/28/2009. Attorney Appearances: Plaintiff - John MacPete; Defense - Ryan Lurich/James Krause. (Court Reporter Cass Casey.) Time in Court: 50 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 7/28/2009)
7/30/2009	49	CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT by Craig A. Capua. (Capua, Craig) (Entered: 7/30/2009)
8/4/2009	50	APPLICATION for an Order of Reference to the Bankruptcy Court filed by Ondova Limited Company. (Keiffer, E) Modified on 8/6/2009 (skt). Modified on 8/20/2009 (svc). (Entered: 8/4/2009)
8/13/2009	51	***VACATED per [57] Order*** ORDER GRANTING INTERVENTION, DENYING DISCOVERY WITHOUT PREJUDICE, AND SETTING A STATUS CONFERENCE REGARDING LIMITED DISCOVERY: All parties SHALL

		<p>APPEAR before the Court for a status conference on the issue of discovery with regard to Quantec, LLC, Iguana Consulting, LLC, and Novo Point, LLC. (See Docket Nos. [43], [45]) on 8/18/2009 at 1:30 p.m. The motion by Quantec, LLC, Iguana Consulting, LLC And Novo Point, LLC Motion For Leave to File Intervention and to Authorize Discovery (Docket No. [45]) IS GRANTED as to the intervention and DENIED without prejudice as to the discovery request. (See Order.) (Ordered by Judge Royal Furgeson on 8/13/2009) (twd) Modified on 8/18/2009 (twd). (Entered: 8/14/2009)</p>
8/14/2009	52	<p>NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 7-28-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number Cassidi45@AOL.COM. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. If redactionrequest filed, this transcript will not be accessible via PACER; see redacted transcript. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 9/4/2009. Redacted Transcript Deadline set for 9/14/2009. Release of Transcript Restriction set for 11/12/2009. (clc) (Entered: 8/14/2009)</p>
8/14/2009	53	<p>MOTION for Ondova Limited Company's Proposed Bankruptcy Counsel to Appear at Status Conference re [51]ORDER granting Intervention, Denying Discovery without prejudice, and Setting a Status Conference Regarding Limited Discovery filed by Ondova Limited Company (Attachments: # (1) Text of Proposed Order) (Keiffer, E) . (Entered: 8/14/2009)</p>
8/17/2009	54	<p>MOTION Plffs' Advisory regarding Order Granting Intervention re [51] Order, Set/Reset Hearings, Terminate Motions,,,,, filed by Netsphere Inc, Manila Industries Inc, Munish Krishan (Attachments: # (1) Appendix w/Declaration of John MacPete in Support) (MacPete, John) (Entered: 8/17/2009)</p>
8/17/2009	55	<p>OBJECTION re: [50] APPLICATION for an Order of Reference to the Bankruptcy Court filed by Netsphere Inc, Manila Industries Inc, Munish Krishan (Attachments: # (1) Appendix Pt I in Support, # (2) Appendix Pt II in Support) (MacPete, John) (Entered: 8/17/2009)</p>
8/17/2009	56	<p>ORDER granting [53] Motion for Ondova Limited Company's Proposed Bankruptcy Counsel to Appear at Status Conference. (see order) (Ordered by Judge Royal Furgeson on 8/17/2009) (axm) (Entered: 8/18/2009)</p>
8/18/2009	57	<p>ORDER: The Court VACATES its prior Order (Docket No. 51) and REINSTATES as pending the [45] Motion for Leave to File Intervention and to Authorize Discovery. Plaintiffs' [54] Advisory Regarding Order Granting Intervention was incorrectly styled as a motion and accordingly DENIED. (see order) (Ordered by Judge Royal Furgeson on 8/18/2009) (axm) (Entered: 8/18/2009)</p>
8/18/2009	58	<p>ORDER ON INTERVENORS' MOTION AND NOTICE FOR INTERVENTION....See Order. (see order) (Ordered by Judge Royal Furgeson on</p>

		8/18/2009) (axm) Modified on 8/19/2009 (svc). (Entered: 8/18/2009)
8/18/2009	59	ORDER CONCERNING INTERVENTION: All matters pertaining to the Intervention filed by Intervenor in this case shall hereby be stayed until further Order of the Court. (Ordered by Judge Royal Furgeson on 8/18/2009) (axm) (Entered: 8/18/2009)
8/18/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 08/18/2009. Attorney Appearances: Plaintiff - John MacPete/Melissa Hayward; Defense - James Krause/Ryan Lurich/Larry Friedman. (Court Reporter Cass Casey.) Time in Court: 2 hours 15 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 8/19/2009)
8/18/2009	60	ORDER granting leave to file reply brief in support of [50] Application for Order of Reference to the Bankruptcy Court. Reply brief due by 8/24/2009. (see order) (Ordered by Judge Royal Furgeson on 8/18/2009) (klm) Modified on 8/20/2009 (jkm). (Entered: 8/19/2009)
8/24/2009	61	REPLY <i>in support</i> re: [50] APPLICATION for an Order of Reference to the Bankruptcy Court filed by Ondova Limited Company (Carpenter, Kim) (Entered: 8/24/2009)
8/28/2009	62	ORDER denying [50] APPLICATION for an Order of Reference to the Bankruptcy Court. (see order) (Ordered by Judge Royal Furgeson on 8/28/2009) (klm) (Entered: 8/28/2009)
9/1/2009	63	MOTION to Approve New Bankruptcy Counsel filed by Jeffrey Baron, Ondova Limited Company (Lurich, Ryan) Modified on 9/2/2009 (mfw). (Entered: 9/1/2009)
9/7/2009	64	Notice of Withdrawal of [63] MOTION to Approve New Bankruptcy Counsel for Ondova Limited Company filed by Jeffrey Baron, Ondova Limited Company (Lurich, Ryan) Modified on 9/8/2009 (skt). (Entered: 9/7/2009)
9/8/2009	65	Emergency MOTION for Clarification of Obligations Under the Preliminary Injunction filed by Jeffrey Baron, Ondova Limited Company (Boisvert, Carter) . (Entered: 9/8/2009)
9/9/2009	66	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 8-18-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number cassidi45@aol.com. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. If redactionrequest filed, this transcript will not be accessible via PACER; see redacted transcript. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 9/30/2009. Redacted Transcript Deadline set for 10/13/2009. Release of Transcript Restriction set for 12/8/2009. (clc) (Entered: 9/9/2009)

9/10/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Hearing on Defendant's Emergency Motion for clarification held on 9/10/2009 re [65]Court denies motion. Order to be entered to this effect. Courts in recess. Attorney Appearances: Plaintiff - John MacPete; Defense - Ryan Lurich/Charla Aldous/Jeffrey Ransansky/Peter Vogel. (Court Reporter Cass Casey.) Time in Court: 1 hour 7 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 9/11/2009)
9/11/2009	67	ELECTRONIC ORDER denying [65] Emergency Motion for Clarification of Obligations Under the Preliminary Injunction for the reasons stated in Court at the September 10, 2009 hearing. (Ordered by Judge Royal Furgeson on 09/11/2009) (Judge Royal Furgeson) (Entered: 9/11/2009)
9/20/2009	68	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on 9-10-09 before Judge Furgeson. Court Reporter/Transcriber Cass Casey, Telephone number cassidi45@aol.com. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. If redactionrequest filed, this transcript will not be accessible via PACER; see redacted transcript. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 10/13/2009. Redacted Transcript Deadline set for 10/21/2009. Release of Transcript Restriction set for 12/21/2009. (clc) (Entered: 9/20/2009)
10/17/2009	69	NOTICE <i>of and Motion to Approve Additional Counsel</i> filed by Jeffrey Baron (Lurich, Ryan) (Entered: 10/17/2009)
10/17/2009		MOTION to Approve Additional Counsel filed by Jeffrey Baron. (See [69] for document.) (twd) (Entered: 10/19/2009)
11/23/2009	70	ORDER: Status Conference set for 12/10/2009 10:30 AM before Judge Royal Furgeson. (see order) (Ordered by Judge Royal Furgeson on 11/23/09) (tln) (Entered: 11/23/2009)
12/9/2009	71	NOTICE <i>of MOTION FOR LEAVE TO FILE MOTION TO UNSEAL RECORDS</i> filed by Quantec LLC (Capua, Craig) (Entered: 12/9/2009)
12/9/2009	72	Unopposed MOTION to Unseal Document <i>Records</i> filed by Quantec LLC (Attachments: # (1) Exhibit A) (Capua, Craig) (Entered: 12/9/2009)
12/9/2009	73	STATUS REPORT (<i>Friedman & Feiger, L.L.P.'s Accounting of Trust Funds</i>) filed by Jeffrey Baron. (Lurich, Ryan) (Entered: 12/9/2009)
12/10/2009	74	ORDER granting [72] Unopposed Motion to Unseal Records (See Order.) (Ordered by Judge Royal Furgeson on 12/10/2009) (twd) (Entered: 12/10/2009)
12/10/2009		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 12/10/2009. Announcements heard from John MacPete, Franklin Perry, Gerritt Pronske, Ryan Lurich, Jeffrey Hall, Craig Capua, Eric

		Tauple, Jeffrey Rasansky, Charla Aldous, Raymond Urbanik, Danny Sherman, Peter Vogel. (Court Reporter Shawnie Archuleta.) Time in Court: 1 hour 42 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 12/11/2009)
12/10/2009	75	Unopposed MOTION to Unseal Records filed by Quantec LLC, Iguana Consulting LLC, Novo Point LLC, Simple Solutions LLC. (tln) (Entered: 12/11/2009)
12/11/2009	76	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER: See Order (Ordered by Judge Royal Furgeson on 12/11/2009) (svc) (Entered: 12/14/2009)
12/11/2009	77	ORDER REGARDING EQUIVALENT DATA. See Order (Ordered by Judge Royal Furgeson on 12/11/2009) (svc) (Entered: 12/14/2009)
12/18/2009	78	ORDER: Status Conference set for 12/22/2009 02:00 PM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 12/18/2009) (twd) (Entered: 12/18/2009)
1/20/2010	79	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Status Conference Proceedings held on December 12, 2009 before Judge Judge Ferguson. Court Reporter/Transcriber Shawnie Archuleta, Telephone number 214-753-2747. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days.If redaction request filed, this transcript will not be accessible via PACER; see redacted transcript. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 2/16/2010. Redacted Transcript Deadline set for 2/23/2010. Release of Transcript Restriction set for 4/23/2010. (spa) (Entered: 1/20/2010)
1/22/2010	80	ORDER: Status Conference set for 1/29/2010 10:00 AM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 1/22/2010) (klm) (Entered: 1/25/2010)
1/26/2010	81	MOTION to Withdraw as Attorney filed by Jeffrey Baron (Lurich, Ryan) (Entered: 1/26/2010)
1/29/2010		Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 01/29/10. Court addresses parties regarding bankruptcy order. Statements heard from Mr. Urbanik, Mr. MacPete, Mr. Vogel, Mr. New, Mr. Capua. Court addresses Mr.Lurich on motion to withdraw. Court grants motion to withdraw. Order to be entered to this effect. Courts in recess. Attorney Appearances: Plaintiff - John MacPete; Defense - Ryan Lurich/David Pacione/Jeffrey Ransansky/Peter Vogel/Raymond Urbanik/Danny Sherman/Franklin Perry/Jeff Hall/Craig Capua. (Court Reporter Cass Casey.) Time in Court: 1 hour 35 minutes. NO PDF ATTACHED - THIS IS A VIRTUAL MINUTE ENTRY. (kkf) (Entered: 1/29/2010)

1/29/2010	82	ORDER AUTHORIZING TRANSFER AND DELETION OF DOMAIN NAMES. (see order) (Ordered by Judge Royal Furgeson on 1/29/2010) (klm) (Entered: 2/1/2010)
1/29/2010	83	ORDER granting [81] Motion to Withdraw as Attorney. Attorney James R Krause, Ryan K Lurich, and Lawrence J Friedman terminated. (see order) (Ordered by Judge Royal Furgeson on 1/29/2010) (klm) (Entered: 2/1/2010)
2/2/2010	84	ORDER TO SHOW CAUSE: Any party opposing the entry of the attached Order of Transparency in the Transfer and Deletion of Domain Names must file its objections on or before 2/5/2010. (See Order.) (Ordered by Judge Royal Furgeson on 2/2/2010) (Attachments: # (1) Proposed Order) (twd) (Entered: 2/2/2010)
2/2/2010	85	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER (See Order.) (Ordered by Judge Royal Furgeson on 2/2/2010) (twd) (Entered: 2/3/2010)
2/5/2010	86	RESPONSE filed by Quantec LLC, Iguana Consulting LLC, Novo Point LLC re: [84] Order to Show Cause, (Capua, Craig) (Entered: 2/5/2010)
2/5/2010	87	RESPONSE filed by Netsphere Inc, Manila Industries Inc, Munish Krishan re: [84] Order to Show Cause, (Attachments: # (1) Exhibit 1 - 5) (MacPete, John) (Entered: 2/5/2010)
2/8/2010	88	ORDER REGARDING TRANSPARENCY IN THE TRANSFER AND DELETION OF DOMAIN NAMES. (Ordered by Judge Royal Furgeson on 2/8/2010) (Judge Royal Furgeson) (Entered: 2/8/2010)
2/9/2010	89	NOTICE of Attorney Appearance by Curt M Covington on behalf of Daniel J. Sherman. (Covington, Curt) (Entered: 2/9/2010)
2/10/2010	90	ELECTRONIC ORDER: On or before February 25, 2010, the parties through counsel shall reach an agreement as to the date and time for a settlement conference. The settlement conference shall occur before March 31, 2010. In the event that the parties do not reach an agreement as to the scheduling of the settlement conference, the Court will set a settlement conference and require all clients, without exception, to attend at the date and time ordered by the Court. (Ordered by Judge Royal Furgeson on 2/10/2010) (Judge Royal Furgeson) (Entered: 2/10/2010)
2/19/2010	91	ORDER REGARDING SETTLEMENT CONFERENCE OR MEDIATION. (see order) (Ordered by Judge Royal Furgeson on 2/19/2010) (klm) (Entered: 2/19/2010)
2/19/2010	92	NOTICE of Attorney Appearance by Raymond J Urbanik on behalf of Daniel J. Sherman. (Urbanik, Raymond) (Entered: 2/19/2010)
3/5/2010	93	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER. (See Order) (Ordered by Judge Royal Furgeson on 3/5/2010) (mfw) (Entered: 3/5/2010)

3/15/2010	94	ELECTRONIC ORDER finding as moot [46] Motion to Continue. (Ordered by Judge Royal Furgeson on 3/15/2010) (Judge Royal Furgeson) (Entered: 3/15/2010)
3/15/2010	95	ELECTRONIC ORDER dismissing without prejudice to refile [41] Motion for Sanctions. (Ordered by Judge Royal Furgeson on 3/15/2010) (Judge Royal Furgeson) (Entered: 3/15/2010)
3/15/2010	96	ELECTRONIC ORDER finding as moot [43] Motion to Expedite. (Ordered by Judge Royal Furgeson on 3/15/2010) (Judge Royal Furgeson) (Entered: 3/15/2010)
3/15/2010	97	ELECTRONIC ORDER dismissing without prejudice to refile [45] Motion for Leave to File. (Ordered by Judge Royal Furgeson on 3/15/2010) (Judge Royal Furgeson) (Entered: 3/15/2010)
3/15/2010	98	ELECTRONIC ORDER finding as moot [] Motion Approval of Additional Counsel (Ordered by Judge Royal Furgeson on 3/15/2010) (Judge Royal Furgeson) (Entered: 3/15/2010)
3/22/2010	99	REVISED ORDER AUTHORIZING TRANSFER AND DELETION OF DOMAIN NAMES. (Ordered by Judge Royal Furgeson on 3/22/2010) (axm) (Entered: 3/22/2010)
4/14/2010	100	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER. (see order) (Ordered by Judge Royal Furgeson on 4/14/2010) (klm) (Entered: 4/15/2010)
4/19/2010	101	MOTION to Withdraw as Attorney filed by Jeffrey Baron (Hall, Jeffrey) (Entered: 4/19/2010)
4/20/2010	102	ORDER as to [101] Motion to Withdraw as Attorney. Motion Hearing set for 4/27/2010 03:00 PM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 4/20/2010) (mfw) (Entered: 4/21/2010)
4/21/2010		***Clerk's Notice of delivery: (see NEF for details) Docket No:102. Wed Apr 21 11:28:42 CDT 2010 (crt) (Entered: 4/21/2010)
4/22/2010	103	ORDER setting deadlines as to [101] Motion to Withdraw as Attorney. Motion Hearing set for 4/26/2010 09:00 AM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 4/22/2010) (klm) (Entered: 4/22/2010)
4/24/2010	104	NOTICE re: [101] MOTION to Withdraw as Attorney filed by Jeffrey Baron (Hall, Jeffrey) (Entered: 4/24/2010)
4/26/2010		ELECTRONIC Minute Entry for proceedings held before Judge Royal Furgeson: Status Conference held on 4/26/2010. Court addresses the parties regarding defendant's motion to withdraw and that the motion has been withdrawn. Court addresses the parties regarding Judge Stickney mediating this case. Statements heard from Mr. MacPete, Mr. Urbanik, Mr. Hall, Capua in response to Judge Stickney mediating the case. Statements heard from Mr. Lyons regarding

		representation of Mr. Baron over the weekend. Statements heard from Mr. Pronske regarding representation of Mr. Baron. Statements heard from Mr. Vogel. Court to hold off on appointing Judge Stickney to mediate until after the hearing set April 30th before Judge Jernigan. Mr. Vogel to inform the court of the April 30th hearing. Courts in recess. Attorney Appearances: Plaintiff - John MacPete; Defense - Jeff Hall/Gary Pronske/Jeff Ransansky/Raymond Urbanik/Craig Capua. (Court Reporter: Cass Casey) (No exhibits) Time in Court - :40. (chmb) (Entered: 4/26/2010)
5/5/2010	105	ORDER: The Court notes its prior Order requiring court approval prior to Defendant's employment of new or additional counsel and accordingly ORDERS that in the event that Mr. Lyons intends to seek leave to appear as counsel of record, he file such a motion on or before May 10, 2010. See Order for instructions. (Ordered by Judge Royal Furgeson on 5/5/2010) (Judge Royal Furgeson) (Entered: 5/5/2010)
5/19/2010	106	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER. (see order) (Ordered by Judge Royal Furgeson on 5/19/2010) (axm) (Entered: 5/19/2010)
6/7/2010	107	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER: (See Order) (Ordered by Judge Royal Furgeson on 6/7/2010) (dnc) (Entered: 6/8/2010)
7/2/2010	108	MOTION for Leave to Intervene filed by Friedman & Feiger, LLP (Lurich, Ryan) Modified on 7/6/2010 (skt). (Entered: 7/2/2010)
7/2/2010	109	MOTION to Stay <i>Plea in Intervention</i> filed by Friedman & Feiger, LLP (Lurich, Ryan) (Entered: 7/2/2010)
7/7/2010	110	ORDER denying [108] Motion for Leave to Intervene; denying as moot [109] Motion to Stay Its Plea in Intervention. (see order) (Ordered by Judge Royal Furgeson on 7/7/2010) (tln) (Entered: 7/7/2010)
7/26/2010	111	ELECTRONIC ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER: On or before August 26, 2010, the parties shall pay the fees and expenses of the Special Master Peter S. Vogel as follows: (1) Plaintiffs Netsphere Inc., Manila Industries Inc., and Munish Krishan shall pay \$4,411.12; and (2) Defendant Jeffrey Baron shall pay \$4,411.12. (Ordered by Judge Royal Furgeson on 7/26/2010) (Judge Royal Furgeson) (Entered: 7/26/2010)
8/9/2010	112	ORDER TO PAY FEES AND EXPENSES OF THE SPECIAL MASTER: See Order (Ordered by Judge Royal Furgeson on 8/9/2010) (svc) (Entered: 8/10/2010)
8/20/2010	113	Joint MOTION to Withdraw as Attorney <i>and Substitute as Attorney</i> filed by Jeffrey Baron (Hall, Jeffrey) (Entered: 8/20/2010)
8/26/2010	114	NOTICE of Attorney Appearance by Gary Gene Lyon on behalf of Jeffrey Baron. (Lyon, Gary) (Entered: 8/26/2010)
8/26/2010	115	ELECTRONIC ORDER granting [113] Joint Motion to Withdraw as Counsel and Substitute Counsel. Accordingly, attorney Jeffrey T. Hall is withdrawn as counsel

		for Jeffrey Baron and attorney Gary G. Lyon is substituted as Mr. Baron's primary counsel. (Ordered by Judge Royal Furgeson on 8/26/2010) (chmb) (Entered: 8/26/2010)
9/8/2010	116	MOTION to Approve Agreed Order Regarding Documents Produced in Litigation filed by Daniel J. Sherman (Attachments: # (1) Exhibit(s) 1, # (2) Exhibit(s) 2) (Urbanik, Raymond) (Entered: 9/8/2010)
9/9/2010	117	AGREED ORDER REGARDING MAINTENANCE OF RECORDS PRODUCED IN LITIGATION. (see order) (Ordered by Judge Royal Furgeson on 9/9/2010) (mpw) (Entered: 9/9/2010)
10/13/2010	118	NOTICE of Transmittal Regarding Withdrawal of Reference: Transmitted two copies of Report and Recommendation. (axm) (Entered: 10/14/2010)
10/19/2010	119	ORDER ADOPTING United States Bankruptcy Judge Stacey G.C. Jernigan's Report and Recommendation (Docket No. 118). (Ordered by Judge Royal Furgeson on 10/19/2010) (Judge Royal Furgeson) (Entered: 10/19/2010)
10/19/2010	120	ORDER TO MEDIATE DISPUTES REGARDING ATTORNEYS FEES: Peter S. Vogel is ordered to mediate all claims against Jeffrey Baron on behalf of this Court and the In Re: Ondova Limited Company, Bankruptcy Case No. 09-34784SGJ- 11 for legal fees and related expenses, and within 30 days of the date of this Order all lawyers who have claims for legal fees against Jeffrey Baron shall submit confidential reports of fees, expenses, and claims. (See Order) (Ordered by Judge Royal Furgeson on 10/19/2010) (skt) (Entered: 10/20/2010)
10/22/2010	121	NOTICE of Attorney Appearance by Mark L Taylor on behalf of Mark L Taylor. (Taylor, Mark) (Entered: 10/22/2010)
10/25/2010	122	AMENDED ORDER TO MEDIATE DISPUTES REGARDING ATTORNEYS FEES: (See Order) (Ordered by Judge Royal Furgeson on 10/25/2010) (dnc) (Entered: 10/25/2010)
11/24/2010	123	Emergency MOTION of Trustee for Appointment of a Receiver over Jeffrey Baron filed by Daniel J. Sherman (Attachments: # (1) Exhibit(s) A, # (2) Exhibit(s) B, # (3) Exhibit(s) C) (Urbanik, Raymond) (Entered: 11/24/2010)
11/24/2010	124	NOTICE of Order Appointing Receiver filed by Peter S Vogel (Vogel, Peter) (Entered: 11/24/2010)
11/24/2010	125	NOTICE of Sworn Statement of the Receiver filed by Peter S Vogel (Vogel, Peter) (Entered: 11/24/2010)
11/24/2010	130	ORDER APPOINTING RECEIVER: Receiver added. This Court shall retain jurisdiction of this matter for all purposes. (See Order) (Ordered by Judge Royal Furgeson on 11/24/2010) (dnc) (Entered: 11/30/2010)
11/29/2010	126	Emergency MOTION to Intervene for the Limited Purpose of Filing Certain Pleadings in the Present Case Related to this Court's Injunction filed by Verisign, Inc.. Party VeriSign, Inc. added. (Yee, Allen) (Entered: 11/29/2010)

11/29/2010	127	Emergency MOTION to Vacate <i>and Modify Portion of Order Appointing Receiver and Brief in Support</i> filed by Verisign, Inc. with Brief/Memorandum in Support. (Yee, Allen) (Entered: 11/29/2010)
11/29/2010	128	Appendix in Support filed by Verisign, Inc. re [127] Emergency MOTION to Vacate <i>and Modify Portion of Order Appointing Receiver and Brief in Support</i> (Yee, Allen) (Entered: 11/29/2010)
11/29/2010	129	Emergency MOTION for Hearing <i>on Shortened Notice with Respect to Emergency Motion of Trustee for Appointment of a Receiver over Jeffrey Baron and the Court's Order Appointing Receiver Filed on November 24, 2010</i> filed by Verisign, Inc. (Yee, Allen) (Entered: 11/29/2010)
11/29/2010	131	Receiver's Bond in the amount of \$1,000.00 posted by Peter S Vogel. (axm) (Entered: 11/30/2010)
11/30/2010		ELECTRONIC Minute Entry for proceedings held before Judge Royal Furgeson: Telephone Conference held on 11/30/2010 regarding emergency motion to intervene(doc.#126), emergency motion to vacate(doc.#127), and emergency motion for hearing (doc.#129).Court hears from Ms. Degeyter, Mr. Schnabel, Mr. Golden, Mr. Eckels, Mr. Chestnut, Mr. MacPete, Mr. Cox and Mr. Ferguson. Court to take motions taken under advisement. (Court Reporter: Cass Casey) (No exhibits) Time in Court - :25. (chmb) (Entered: 11/30/2010)
11/30/2010	132	ELECTRONIC ORDER granting [129] Motion for Emergency Telephonic Hearing. Motion Hearing set for 11/30/2010 01:30 PM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 11/30/2010) (Judge Royal Furgeson) (Entered: 11/30/2010)
11/30/2010	133	ORDER granting [127] Motion to Vacate and Modify Portion of Order Appointing Receiver. (see order) (Ordered by Judge Royal Furgeson on 11/30/2010) (axm) (Entered: 12/1/2010)
11/30/2010	134	ORDER granting [126] Motion to Intervene. (Ordered by Judge Royal Furgeson on 11/30/2010) (axm) (Entered: 12/1/2010)
12/2/2010	135	NOTICE of <i>Employment of Attorneys</i> filed by Receiver (Golden, Barry) (Entered: 12/2/2010)
12/2/2010	136	NOTICE OF INTERLOCUTORY APPEAL to the Fifth Circuit as to [130] Order, by Jeffrey Baron. Filing fee \$455, receipt number 0539-3604196. T.O. form to appellant electronically at Transcript Order Form or US Mail as appropriate. Copy of NOA to be sent US Mail to parties not electronically noticed. (Schepps, Gary) (Entered: 12/2/2010)
12/3/2010	137	Emergency MOTION to Vacate re [130] Order, filed by Jeffrey Baron with Brief/Memorandum in Support. (Schepps, Gary) Modified on 1/21/2011 (dnc). (Entered: 12/3/2010)
12/3/2010	138	Emergency MOTION to Expedite <i>Motion to Stay Pending Appeal</i> filed by Jeffrey Baron with Brief/Memorandum in Support. (Schepps, Gary) (Entered: 12/3/2010)

12/3/2010	139	MOTION to Clarify the Receiver Order re [130] Order, filed by Receiver (Attachments: # (1) Proposed Order) (Loh, Peter) (Entered: 12/3/2010)
12/3/2010	140	NOTICE OF CLAIM filed by Fee, Smith, Sharp & Vitullo, LLP. Party Darrell W. Cook & Associates, P.C. added. (Davis, Stephen) (Entered: 12/3/2010)
12/6/2010	141	Second MOTION to Expedite <i>Consideration for Emergency Relief (Docket #137)</i> filed by Jeffrey Baron (Schepps, Gary) (Entered: 12/6/2010)
12/7/2010	142	ORDER GRANTING [138], [141] MOTIONS FOR EMERGENCY CONSIDERATION: Set/Reset Deadlines as to [139] MOTION to Clarify the Receiver Order, [137] Motion to Stay. Responses due by 12/10/2010, Replies due by 12/15/2010. Motion Hearing set for 12/17/2010 10:30 AM before Judge Royal Furgeson. (Ordered by Judge Royal Furgeson on 12/7/2010) (dnc) (Entered: 12/7/2010)
12/8/2010	143	ORDER of USCA as to [136] Notice of Appeal, filed by Jeffrey Baron. Motion for stay is denied without prejudice to its refiling as appropriate. (svc) (Entered: 12/8/2010)
12/10/2010	144	Waiver of Reply, Third MOTION to Expedite <i>Ruling on Emergency Motion to Vacate or Stay (Doc 137)</i> filed by Jeffrey Baron (Schepps, Gary) (Entered: 12/10/2010)
12/10/2010	145	Second MOTION to Clarify the Receiver Order filed by Receiver (Golden, Barry) (Entered: 12/10/2010)
12/10/2010	146	Appendix in Support filed by Receiver re [145] Second MOTION to Clarify the Receiver Order (Golden, Barry) (Entered: 12/10/2010)
12/10/2010	147	MOTION to Terminate Order Appointing Special Master filed by Receiver (Golden, Barry) (Entered: 12/10/2010)
12/10/2010	148	MOTION to Terminate Amended Order to Mediate Disputes Regarding Attorneys Fees filed by Receiver (Golden, Barry) (Entered: 12/10/2010)
12/10/2010	149	ORDER denying [144] Motion to Expedite. (Ordered by Judge Royal Furgeson on 12/10/2010) (Judge Royal Furgeson) (Entered: 12/10/2010)
12/10/2010	150	ORDER granting [145] Second Motion to Clarify the Receiver Order. (Ordered by Judge Royal Furgeson on 12/10/2010) (Judge Royal Furgeson) (Entered: 12/10/2010)
12/10/2010	151	RESPONSE filed by Daniel J. Sherman re: [137] Emergency MOTION to Stay re [130] Order, Terminate Motions, Add and Terminate Parties (Attachments: # (1) Exhibit(s) 1, # (2) Exhibit(s) 2, # (3) Exhibit(s) 3, # (4) Exhibit(s) 4, # (5) Exhibit(s) 5, # (6) Exhibit(s) 6-1, # (7) Exhibit(s) 6-2, # (8) Exhibit(s) 6-3, # (9) Exhibit(s) 6-4, # (10) Exhibit(s) 6-5, # (11) Exhibit(s) 7, # (12) Exhibit(s) 8, # (13) Exhibit(s) 9-1, # (14) Exhibit(s) 9-2, # (15) Exhibit(s) 9-3, # (16) Exhibit(s) 9-4, # (17) Exhibit(s) 10, # (18) Exhibit(s) 11-1, # (19) Exhibit(s) 11-2, # (20) Exhibit(s) 11-3, # (21) Exhibit(s) 12, # (22) Exhibit(s) 13, # (23) Exhibit(s) 14, # (24)

		Exhibit(s) 15, # (25) Exhibit(s) 16, # (26) Exhibit(s) 17, # (27) Exhibit(s) 18, # (28) Exhibit(s) 19, # (29) Exhibit(s) 20 (Hunt, Richard) (Entered: 12/10/2010)
12/10/2010	152	RESPONSE filed by Daniel J. Sherman re: [137] Emergency MOTION to Stay re [130] Order, Terminate Motions, Add and Terminate Parties (Attachments: # (1) Exhibit(s) 21, # (2) Exhibit(s) 22, # (3) Exhibit(s) 23, # (4) Exhibit(s) 24, # (5) Exhibit(s) 25, # (6) Exhibit(s) 26, # (7) Exhibit(s) 27, # (8) Exhibit(s) 28, # (9) Exhibit(s) 29, # (10) Exhibit(s) 30, # (11) Exhibit(s) 31, # (12) Exhibit(s) 32, # (13) Exhibit(s) 33, # (14) Exhibit(s) 34, # (15) Exhibit(s) 35, # (16) Exhibit(s) 36, # (17) Exhibit(s) 37, # (18) Exhibit(s) 38, # (19) Exhibit(s) 39, # (20) Exhibit(s) 40, # (21) Exhibit(s) 41, # (22) Exhibit(s) A, # (23) Exhibit(s) B, # (24) Exhibit(s) C) (Hunt, Richard) (Entered: 12/10/2010)
12/10/2010	153	NOTICE of Attorney Appearance by Joshua Edward Cox on behalf of Novo Point LLC, Quantec LLC. (Cox, Joshua) (Entered: 12/10/2010)
12/10/2010	154	RESPONSE AND OBJECTION filed by Novo Point LLC, Quantec LLC re: [139] MOTION Clarify the Receiver Order re [130] Order, Terminate Motions, Add and Terminate Parties (Cox, Joshua) (Entered: 12/10/2010)
12/12/2010	155	MOTION to Quash <i>and Objection</i> filed by Novo Point LLC, Quantec LLC (Jackson, Thomas) (Entered: 12/12/2010)
12/13/2010	156	ELECTRONIC ORDER: It is hereby ORDERED that the above entitled and numbered cause having been set for hearing on Friday, December 17, 2010 at 10:30 a.m is RE-SET for Friday, December 17, 2010 at 10:00 a.m. (Ordered by Judge Royal Furgeson on 12/13/2010) (chmb) (Entered: 12/13/2010)
12/13/2010	157	Emergency MOTION to Expedite <i>ruling on Doc. 137 necessitated by motion included in Doc. 151. Emergency motion</i> filed by Jeffrey Baron (Schepps, Gary) (Entered: 12/13/2010)
12/13/2010	158	PROOF of Service for Subpoena served on Jeffrey Harbin on 12/10/2010. (mfw) (Entered: 12/13/2010)
12/13/2010	159	RESPONSE filed by Daniel J. Sherman re: [137] Emergency MOTION to Stay re [130] Order. (Hunt, Richard) Modified on 12/14/2010 (mfw). (Entered: 12/13/2010)
12/13/2010	160	Appendix in Support filed by Daniel J. Sherman <i>of Response to Motion to Vacate or Stay Appointment of Receiver</i> (Attachments: # (1) Exhibit(s) A, # (2) Exhibit(s) B, # (3) Exhibit(s) C, # (4) Exhibit(s) 1, # (5) Exhibit(s) 2, # (6) Exhibit(s) 3, # (7) Exhibit(s) 4, # (8) Exhibit(s) 5, # (9) Exhibit(s) 6 Part 1, # (10) Exhibit(s) 6 Part 2, # (11) Exhibit(s) 6 Part 3, # (12) Exhibit(s) 6 Part 4, # (13) Exhibit(s) 6 Part 5, # (14) Exhibit(s) 7, # (15) Exhibit(s) 8, # (16) Exhibit(s) 9 Part 1, # (17) Exhibit(s) 9 Part 2, # (18) Exhibit(s) 9 Part 3, # (19) Exhibit(s) 9 Part 4, # (20) Exhibit(s) 10, # (21) Exhibit(s) 11 Part 1, # (22) Exhibit(s) 11 Part 2, # (23) Exhibit(s) 11 Part 3, # (24) Exhibit(s) 12, # (25) Exhibit(s) 13, # (26) Exhibit(s) 14, # (27) Exhibit(s) 15, # (28) Exhibit(s) 16, # (29) Exhibit(s) 17, # (30) Exhibit(s) 18, # (31) Exhibit(s) 19, # (32) Exhibit(s) 20, # (33) Exhibit(s) 21, # (34) Exhibit(s) 22, # (35) Exhibit(s) 23, # (36) Exhibit(s) 24, # (37) Exhibit(s) 25, # (38) Exhibit(s) 26, #

		(39) Exhibit(s) 27, # (40) Exhibit(s) 28, # (41) Exhibit(s) 29, # (42) Exhibit(s) 30, # (43) Exhibit(s) 31, # (44) Exhibit(s) 32, # (45) Exhibit(s) 33, # (46) Exhibit(s) 34, # (47) Exhibit(s) 35, # (48) Exhibit(s) 36, # (49) Exhibit(s) 37, # (50) Exhibit(s) 38, # (51) Exhibit(s) 39, # (52) Exhibit(s) 40, # (53) Exhibit(s) 41 (Hunt, Richard) (Entered: 12/13/2010)
12/13/2010	161	ORDER denying [157] MOTION for Emergency Ruling on Motion to Stay Pending Appeal. Motion Hearing re [137] Emergency Motion to Vacate Order Appointing Receiver and in the Alternative, Motion for Stay Pending Appeal set for 12/17/2010 10:00 AM before Judge Royal Furgeson. (See Order) (Ordered by Judge Royal Furgeson on 12/13/2010) (skt) (Entered: 12/14/2010)
12/13/2010	162	ORDER granting [148] Motion to Terminate Amended Order to Mediate Disputes Regarding Attorneys' Fees. (See Order) (Ordered by Judge Royal Furgeson on 12/10/2010) (skt) (Entered: 12/14/2010)
12/13/2010	163	ORDER granting [147] Motion to Terminate Order Appointing Special Master. Peter S. Vogel is no longer Special Master in this case. (See Order) (Ordered by Judge Royal Furgeson on 12/13/2010) (skt) (Entered: 12/14/2010)
12/13/2010	164	ORDER granting [155] Motion to Quash Subpoena. (See Order) (Ordered by Judge Royal Furgeson on 12/13/2010) (skt) (Entered: 12/14/2010)
12/13/2010		USCA Case Number 10-11202 for [136] Notice of Appeal, filed by Jeffrey Baron. (svc) (Entered: 12/14/2010)
12/15/2010	165	Emergency MOTION for Clarification of [161] Court Order filed by Jeffrey Baron (Schepps, Gary) Modified on 12/15/2010 (twd). (Entered: 12/15/2010)
12/15/2010	166	ORDER GRANTING [165] EMERGENCY MOTION FOR CLARIFICATION: Motion Hearing set for 12/17/2010 10:00 AM before Judge Royal Furgeson. (See Order) (Ordered by Judge Royal Furgeson on 12/15/2010) (skt) (Entered: 12/15/2010)
12/15/2010	167	The Receiver's Report Concerning Mr. Baron's Interference and Reply in Support of Motion to Clarify Receiver Order <i>Report</i> filed by Receiver (Golden, Barry) Modified on 12/16/2010 (mfw). (Entered: 12/15/2010)
12/15/2010	168	Appendix in Support filed by Receiver re [167] MOTION The Receiver's Report Concerning Mr. Baron's Interference and Reply in Support of Motion to Clarify Receiver Order <i>Report</i> (Attachments: # (1) Additional Page(s) Part 2 of Appendix, # (2) Additional Page(s) Part 3 of Appendix, # (3) Additional Page(s) Part 4 of Appendix, # (4) Additional Page(s) Part 5 of Appendix) (Golden, Barry) (Entered: 12/15/2010)
12/16/2010	169	AFFIDAVIT re [167] MOTION The Receiver's Report Concerning Mr. Baron's Interference and Reply in Support of Motion to Clarify Receiver Order <i>Report Sworn Declaration of Sidney B. ("Sid") Chesnin</i> by Sidney Bennett Chesnin. (Attachments: # (1) Exhibit(s), # (2) Exhibit(s), # (3) Exhibit(s)) (Chesnin, Sidney) (Entered: 12/16/2010)

12/16/2010	170	Trustee's Request That The Court Take Judicial Notice filed by Daniel J. Sherman (Attachments: # (1) Exhibit(s) 1, # (2) Exhibit(s) 2, # (3) Exhibit(s) 3) (Hunt, Richard) (Entered: 12/16/2010)
12/16/2010	171	MOTION To Disqualify Mr. Urbanik filed by Jeffrey Baron with Brief/Memorandum in Support. (Schepps, Gary) (Entered: 12/16/2010)
12/16/2010	172	RESPONSE filed by Daniel J. Sherman re: [171] MOTION To Disqualify Mr. Urbanik (Hunt, Richard) (Entered: 12/16/2010)
12/16/2010	173	TRANSCRIPT REQUEST by Jeffrey Baron for proceedings held on 11-24-2010 before Judge Furgeson. (Schepps, Gary) (Entered: 12/16/2010)
12/16/2010	174	Emergency MOTION to Compel <i>Deletion of Domain Names</i> filed by Novo Point LLC, Quantec LLC (Cox, Joshua) (Entered: 12/16/2010)
12/16/2010	175	Emergency MOTION for Hearing re [174] Emergency MOTION to Compel <i>Deletion of Domain Names on Shortened Notice</i> filed by Novo Point LLC, Quantec LLC (Cox, Joshua) (Entered: 12/16/2010)
12/17/2010	176	ORDER granting [139] MOTION to Clarify the Receiver Order re [130] Order. (See Order) (Ordered by Judge Royal Furgeson on 12/17/2010) (mfw) (Entered: 12/17/2010)
12/17/2010	177	ORDER REQUIRING NON-RENEWAL OF MONEY-LOSING DOMAIN NAMES. (see order for specifics) (Ordered by Judge Royal Furgeson on 12/17/2010) (tln) (Entered: 12/17/2010)
12/17/2010	178	***PROPOSED ORDER*** MOTION proposed Order Granting the Receivers Motion to Clarify The Receiver Order with Respect to Jeffrey Baron as per Judge request filed by Receiver (Golden, Barry) Modified on 12/20/2010 (mfw). (Entered: 12/17/2010)
12/20/2010		ELECTRONIC Minute Entry for proceedings held before Judge Royal Furgeson: Motion Hearing held on 12/17/2010 re [137] Motion to Stay filed by Jeffrey Baron. The court hears from counsel on various issues. After hearing from counsel, the court informs the parties that this hearing will be reset for Tuesday, January 4, 2011 at 9:00 a.m. At this hearing the court will hear from live witnesses. Courts in recess. (Court Reporter: Cass Casey) (No exhibits) Time in Court - 2:25. (chmb) (Entered: 12/20/2010)
12/20/2010	179	ORDER of USCA as to [136] Notice of Appeal, filed by Jeffrey Baron. Renewed motion for stay pending appeal is DENIED. (svc) (Entered: 12/21/2010)
12/23/2010	180	Third MOTION to Clarify the Receiver Order filed by Receiver (Attachments: # (1) Proposed Order) (Golden, Barry) Modified on 12/27/2010 (skt). (Entered: 12/23/2010)
12/23/2010	181	AFFIDAVIT <i>Declaration of Thomas P. Jackson</i> by Novo Point LLC, Quantec LLC. (Jackson, Thomas) (Entered: 12/23/2010)

12/23/2010	182	OBJECTION filed by Gary Schepps re: [167] MOTION The Receiver's Report Concerning Mr. Baron's Interference and Reply in Support of Motion to Clarify Receiver Order <i>Report</i> , [178] MOTION proposed Order Granting the Receivers Motion to Clarify The Receiver Order with Respect to Jeffrey Baron as per Judge request (Schepps, Gary) (Entered: 12/23/2010)
12/24/2010	183	MOTION to Strike [172] Response/Objection filed by Jeffrey Baron (Schepps, Gary) (Entered: 12/24/2010)
12/27/2010	184	AFFIDAVIT <i>Declaration of Jeffrey Harbin</i> by Novo Point LLC, Quantec LLC. (Cox, Joshua) (Entered: 12/27/2010)
12/27/2010	185	AFFIDAVIT <i>Declaration of James Eckels</i> by Novo Point LLC, Quantec LLC. (Cox, Joshua) (Entered: 12/27/2010)
12/27/2010	186	AFFIDAVIT <i>Declaration of Joshua Cox</i> by Novo Point LLC, Quantec LLC. (Cox, Joshua) (Entered: 12/27/2010)
12/27/2010	187	REPLY filed by Jeffrey Baron re: [171] MOTION To Disqualify Mr. Urbanik (Schepps, Gary) (Entered: 12/27/2010)
12/29/2010	188	NOTICE of <i>Employment of Joshua Cox as Consultant to the Receiver</i> filed by Receiver (Golden, Barry) (Entered: 12/29/2010)
12/29/2010	189	NOTICE of <i>Employment of James M. Eckels as Consultant to the Receiver</i> filed by Receiver (Golden, Barry) (Entered: 12/29/2010)
12/29/2010	190	MOTION for Reimbursement of Fees Incurred by Receivership Professional Joshua Cox filed by Receiver (Golden, Barry) Modified on 12/30/2010 (axm). (Entered: 12/29/2010)
12/30/2010	191	Receiver's Report of Work Performed in November 2010 filed by Receiver (Golden, Barry) Modified on 1/3/2011 (skt). (Entered: 12/30/2010)
12/30/2010	192	First Application for Reimbursement of Fees and Expenses Incurred by the Receiver filed by Receiver (Golden, Barry) Modified on 1/3/2011 (skt). (Entered: 12/30/2010)
12/30/2010	193	MOTION for Reimbursement of Fees and Expenses Incurred by Gardere Wynne Sewell filed by Receiver. (Golden, Barry) (Entered: 12/30/2010)
12/30/2010	194	MOTION for Leave to File Documents Under Seal filed by Receiver (Golden, Barry) (Entered: 12/30/2010)
12/31/2010	195	RESPONSE filed by Daniel J. Sherman re: [183] MOTION to Strike [172] Response/Objection (Attachments: # (1) Exhibit 1) (Urbanik, Raymond) (Entered: 12/31/2010)
1/3/2011	196	First MOTION for Reimbursement of Fees Incurred by Receivership Professional James Eckels filed by Receiver (Golden, Barry) (Entered: 1/3/2011)

1/3/2011	197	NOTICE <i>Letter report to Court concerning representation of Jeff Baron in the Ondova Bankruptcy</i> filed by Martin K Thomas. Party Martin K. Thomas added. (Thomas, Martin) (Entered: 1/3/2011)
1/3/2011	198	REPLY filed by Jeffrey Baron re: [183] MOTION to Strike [172] Response/Objection (Schepps, Gary) (Entered: 1/3/2011)
1/3/2011	199	MOTION for Order Confirming Propriety of Fund Management filed by Receiver (Golden, Barry) (Entered: 1/3/2011)
1/3/2011	200	Appendix in Support filed by Receiver re [199] MOTION for Order Confirming Propriety of Fund Management (Golden, Barry) (Entered: 1/3/2011)
1/4/2011	201	MOTION to Strike [118] Notice (Other) filed by Jeffrey Baron with Brief/Memorandum in Support. (Schepps, Gary) (Entered: 1/4/2011)
1/4/2011	202	MOTION to Vacate [119] Order Adopting Findings and Recommendations filed by Jeffrey Baron with Brief/Memorandum in Support. (Schepps, Gary) (Entered: 1/4/2011)
1/4/2011	203	TRIAL BRIEF <i>for January 4, 2011 Hearing</i> by Jeffrey Baron. (Schepps, Gary) (Entered: 1/4/2011)
1/5/2011	204	RESPONSE filed by Daniel J. Sherman re: [203] Trial Brief (Hunt, Richard) (Entered: 1/5/2011)
1/5/2011	205	RESPONSE filed by Gary Schepps re: [167] MOTION The Receiver's Report Concerning Mr. Baron's Interference and Reply in Support of Motion to Clarify Receiver Order <i>Report</i> (Schepps, Gary) (Entered: 1/5/2011)
1/6/2011	206	TRIAL BRIEF by Jeffrey Baron. (Schepps, Gary) (Entered: 1/6/2011)
1/6/2011	207	MOTION for Leave to File Plaintiffs' Proposed Findings of Fact <i>in Conjunction with Denial of Jeffrey Baron's Emergency Motion to Vacate Order Appointing Receiver</i> filed by Munish Krishan, Manila Industries Inc, Netsphere Inc (Attachments: # (1) Exhibit(s)) (MacPete, John) (Entered: 1/6/2011)
1/6/2011	208	Emergency MOTION for Independent Medical Examination filed by Receiver (Golden, Barry) (Entered: 1/6/2011)
1/6/2011	209	Appendix in Support filed by Receiver re [208] MOTION Emergency Motion for Independent Medical Examination (Golden, Barry) (Entered: 1/6/2011)
1/6/2011	210	REPLY filed by Receiver re: [178] MOTION proposed Order Granting the Receivers Motion to Clarify The Receiver Order with Respect to Jeffrey Baron as per Judge request (Golden, Barry) (Entered: 1/6/2011)
1/6/2011	211	Appendix in Support filed by Receiver re [210] Reply <i>in Support of Proposed Order to Compel Baron's Cooperation</i> (Golden, Barry) (Entered: 1/6/2011)

1/7/2011	212	Corrected Post trial Letter Brief. Replaces yesterday's filing. Correction of typographical errors. No content changes, by Jeffrey Baron. (Schepps, Gary) (Entered: 1/7/2011)
1/7/2011	213	Notice of Correction of Signature Omission, correcting signature omission in [209] Appendix in Support filed by Peter S Vogel. (Golden, Barry) (Entered: 1/7/2011)
1/7/2011	214	NOTICE <i>Counsel for Jeffrey Baron's Report Regarding Movant's Participation in Psychotherapy</i> filed by Jeffrey Baron (Attachments: # (1) Additional Page(s) Letter from Dr. Ingram) (Barrett, Peter) (Entered: 1/7/2011)
1/7/2011	215	Supplemental Document by Peter S Vogel as to [208] MOTION Emergency Motion for Independent Medical Examination (<i>Supplemental Certificate of Conference and Suggestions for an Order Relating to Emergency Motion for Independent Medical Examination</i>). (Golden, Barry) (Entered: 1/7/2011)
1/7/2011	216	Brief/Memorandum in Support filed by Daniel J. Sherman re [206] Trial Brief <i>Second Letter to Judge Furgeson in Response to Baron's Trial Brief filed on January 6, 2011</i> (Hunt, Richard) (Entered: 1/7/2011)
1/7/2011	217	MOTION The Receiver's Second Application for Reimbursement of Fees Incurred by Receivership Professional Joshua Cox filed by Receiver (Golden, Barry) (Entered: 1/7/2011)
1/7/2011	219	ORDER WITHDRAWING GARY LYON AS COUNSEL OF RECORD FOR DEFENDANT JEFFREY BARON Attorney Gary Gene Lyon terminated. (Ordered by Judge Royal Furgeson on 1/7/2011) (dnc) (Entered: 1/10/2011)
1/9/2011	218	Letter brief reply to Mr. Hunt's response letter brief by Jeffrey Baron. (Schepps, Gary) (Entered: 1/9/2011)
1/10/2011	220	ORDER DENYING [208] Emergency MOTION for Independent Medical Examination for Jeffery Baron. (see order) (Ordered by Judge Royal Furgeson on 1/10/2011) (mcr) (Entered: 1/11/2011)
1/12/2011	221	MOTION Receiver's Motion for Reimbursement of Additional Personal Funds filed by Receiver (Golden, Barry) (Entered: 1/12/2011)
1/14/2011		ELECTRONIC Minute Entry for proceedings held before Judge Royal Furgeson: Evidentiary Hearing held on 1/4/2011. Court takes up reimbursement fees of James Eckels with the parties. Court dismisses Gary Lyon from further representation of Mr. Baron. Order to this effect to be entered. Court begins testimony of witnesses. Mr. Barrett calls Gary Lyon (sworn in) to the stand. Mr. Roossien on cross examination of Mr. Lyon. Court admits trustee's exhibits (48, 49 & 50). Mr. MacPete on cross examination of Mr. Lyon's. Mr. Barrett calls Dean Ferguson (sworn in) to the stand. Mr. Roossien on cross examination of Mr. Ferguson. Court admits trustee's exhibits (2, 4 thru 10, 12, 13, 18 thru 41). Mr. MacPete on cross examination of Mr. Ferguson. Mr. Barrett calls Sid Chesnin (sworn in) to the stand. Court admits plaintiff's exhibit 1 & 2). Mr. Roossien on cross examination of Mr. Chesnin. Mr. MacPete on cross

		examination of Mr. Chesnin. Court takes recess for lunch. Mr. Barrett calls William Tedford (sworn in) to the stand. Mr. Roossien on cross examination of Mr. Tedford. Mr. MacPete on cross examination of Mr. Tedford. Mr. Golden on cross examination of Mr. Tedford. Mr. Barrett calls Gerrit Pronske (sworn in) to the stand. Court admits plaintiff's exhibits (3,4 & 5). Mr. Roossien on cross examination of Mr. Pronske. Court admits trustee's exhibits (51,1,14,15,16,& 17). Mr. MacPete on cross examination of Mr. Pronske. No witnesses called on behalf of Mr. Roossien. Mr. MacPete calls Jeffrey Baron (sworn in) to the stand. Hearing concluded, courts in recess. Attorney Appearances: Plaintiff - Gary Schepps, Peter Barrett; Defense - John MacPete. (Court Reporter: Cass Casey) (Exhibits admitted) Time in Court - 5:57. (chmb) (Entered: 1/14/2011)
1/14/2011	222	RESPONSE filed by Daniel J. Sherman re: [202] MOTION to Vacate [119] Order Adopting Findings and Recommendations, [201] MOTION to Strike [118] Notice (Other) (Urbanik, Raymond) (Entered: 1/14/2011)
1/14/2011	223	List of Witnesses. (twd) (Entered: 1/14/2011)
1/14/2011	224	List of Witnesses. (twd) (Entered: 1/14/2011)
1/14/2011	225	Defendant's Exhibits (twd) (Entered: 1/14/2011)
1/14/2011	226	Trustee's Exhibit List (twd) (Entered: 1/14/2011)
1/18/2011	227	NOTICE OF INTERLOCUTORY APPEAL to the Fifth Circuit as to [176] Order on Motion for Miscellaneous Relief, [177] Order, Terminate Motions by Novo Point LLC, Quantec LLC. Filing fee \$455, receipt number 0539-3675492. T.O. form to appellant electronically at Transcript Order Form or US Mail as appropriate. Copy of NOA to be sent US Mail to parties not electronically noticed. (Schepps, Gary) (Entered: 1/18/2011)
1/18/2011	228	RESPONSE AND OBJECTION filed by Novo Point LLC, Quantec LLC re: [192] First Application for Reimbursement of Fees and Expenses Incurred by the Receiver (Jackson, Thomas) (Entered: 1/18/2011)
1/18/2011	229	OBJECTION filed by Novo Point LLC, Quantec LLC re: [217] MOTION The Receiver's Second Application for Reimbursement of Fees Incurred by Receivership Professional Joshua Cox (Jackson, Thomas) (Entered: 1/18/2011)
1/19/2011	230	The Receiver's Report of Work Performed in December 2010 filed by Receiver (Golden, Barry) Modified on 1/20/2011 (mfw). (Entered: 1/19/2011)
1/19/2011	231	RESPONSE AND OBJECTION filed by Jeffrey Baron re: [190] MOTION for Reimbursement of Fees Incurred by Receivership Professional Joshua Cox (Schepps, Gary) (Entered: 1/19/2011)
1/20/2011	232	

		Emergency MOTION Seal filed by Jeffrey Baron (Schepps, Gary) (Entered: 1/20/2011)
1/20/2011	233	NOTICE OF FILING OF OFFICIAL ELECTRONIC TRANSCRIPT of Hearing on Motion for Emergency Stay Proceedings held on 1-4-11 before Judge Furgeson. Court Reporter/Transcriber Cassidi Casey, Telephone number Cassidi45@aol.com. Parties are notified of their <u>duty to review</u> the transcript. A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a <u>Redaction Request - Transcript</u> must be filed within 21 days. If no such Request is filed, the transcript will be made available via PACER without redaction after 90 calendar days. If redaction request filed, this transcript will not be accessible via PACER; see redacted transcript. The clerk will mail a copy of this notice to parties not electronically noticed. Redaction Request due 2/10/2011. Redacted Transcript Deadline set for 2/22/2011. Release of Transcript Restriction set for 4/20/2011. (clc) (Entered: 1/20/2011)
1/20/2011	234	Emergency MOTION to Strike [227] Notice of Appeal, <i>Purportedly Filed on Behalf of the LLCs, and for Gary Schepps to Show Authority</i> filed by Receiver (Golden, Barry) (Entered: 1/20/2011)
1/20/2011	235	Appendix in Support filed by Receiver re [234] Emergency MOTION to Strike [227] Notice of Appeal, <i>Purportedly Filed on Behalf of the LLCs, and for Gary Schepps to Show Authority</i> (Golden, Barry) (Entered: 1/20/2011)
1/20/2011	236	RESPONSE AND OBJECTION filed by Jeffrey Baron, Novo Point LLC, Quantec LLC re: [192] First Application for Reimbursement of Fees and Expenses Incurred by the Receiver, [193] MOTION for Reimbursement of Fees and Expenses Incurred by Gardere Wynne Sewell (Schepps, Gary) (Entered: 1/20/2011)
1/21/2011	237	Emergency MOTION Pay server fees filed by Jeffrey Baron (Schepps, Gary) (Entered: 1/21/2011)
1/21/2011	238	Amended MOTION for Leave to File Entry of Proposed Findings of Fact in Conjunction with Denial of Jeffrey Baron's Emergency Motion to Vacate Order Appointing Receiver filed by Munish Krishan, Manila Industries Inc, Netsphere Inc (Attachments: # (1) Exhibit(s), # (2) Exhibit(s)) (MacPete, John) Modified on 1/24/2011 (dnc). (Entered: 1/21/2011)
1/21/2011	239	Amended Document (EXHIBIT B) by Munish Krishan, Manila Industries Inc, Netsphere Inc. re [238] Amended MOTION for Entry of Proposed Findings of Fact in Conjunction with Denial of Jeffrey Baron's Emergency Motion to Vacate Order Appointing Receiver. (MacPete, John) Modified on 1/24/2011 (dnc). (Entered: 1/21/2011)
1/21/2011	240	STATUS REPORT <i>Trustee's Report Regarding Mr. Baron's Health Insurance</i> filed by Daniel J. Sherman. (Attachments: # (1) Exhibit(s) A) (Urbanik, Raymond) (Entered: 1/21/2011)
	241	

1/24/2011 (p.40)		MOTION for Clarification of Receiver Order filed by Receiver with Brief/Memorandum in Support. (Attachments: # (1) Exhibit(s) Appendix) (Golden, Barry) Modified on 1/25/2011 (mfw). (Entered: 1/24/2011)
1/24/2011 (p.58)	242	MOTION for Permission to Sell Domain Names filed by Receiver with Brief/Memorandum in Support. (Golden, Barry) Modified on 1/25/2011 (mfw). (Entered: 1/24/2011)
1/24/2011 (p.62)	243	Joint MOTION to Renew Certain Money Losing Domain Names filed by Receiver with Brief/Memorandum in Support. (Golden, Barry) Modified on 1/25/2011 (mfw). (Entered: 1/24/2011)
1/24/2011 (p.72)	244	RESPONSE AND OBJECTION filed by Jeffrey Baron, Novo Point LLC, Quantec LLC re: [196] First MOTION for Reimbursement of Fees Incurred by Receivership Professional James Eckels (Schepps, Gary) (Entered: 1/24/2011)
1/24/2011 (p.75)	245	Joint MOTION to Strike [199] MOTION for Order Confirming Propriety of Fund Management <i>and Response</i> filed by Jeffrey Baron, Novo Point LLC, Quantec LLC with Brief/Memorandum in Support. (Schepps, Gary) (Entered: 1/24/2011)
1/24/2011 (p.79)	246	ORDER denying [234] Emergency MOTION to Strike [227] Notice of Appeal, Purportedly Filed on Behalf of the LLCs, and for Gary Schepps to Show Authority. (Ordered by Judge Royal Furgeson on 1/24/2011) (mfw) (Entered: 1/25/2011)
1/24/2011 (p.81)	247	ORDER denying [232] Emergency MOTION to Seal. (Ordered by Judge Royal Furgeson on 1/24/2011) (mfw) (Entered: 1/25/2011)
1/24/2011		RESPONSE filed by Jeffrey Baron, Novo Point LLC, Quantec LLC re: [199] MOTION for Order Confirming Propriety of Fund Management (See [245] for image) (dnc) (Entered: 1/25/2011)
1/25/2011		Record on Appeal for USCA5 10-11202 (related to [227], [136] appeal): Record consisting of: 17 ECF electronic record, 8 Volume(s) electronic transcript, Sealed or ex parte document number(s): 6,8,10,11,12,20, 22,29 (circuit approval is required for access), certified to USCA. To request a copy of the record (on disk or on paper), <u>contact the appeals deputy</u> in advance to arrange delivery. (svc) (Entered: 1/25/2011)
1/25/2011 (p.82)	248	MOTION for Gary Schepps to Show Authority to Represents the LLCs filed by Receiver with Brief/Memorandum in Support. (Attachments: # (1) Exhibit(s) Appendix) (Golden, Barry) Modified on 1/26/2011 (skt). (Entered: 1/25/2011)
1/27/2011 (p.120)	249	RESPONSE filed by Daniel J. Sherman re: [237] Emergency MOTION Pay server fees (Attachments: # (1) Exhibit(s) A, # (2) Exhibit(s) B, # (3) Exhibit(s) C) (Urbanik, Raymond) (Entered: 1/27/2011)
1/27/2011 (p.131)	250	REPLY filed by Receiver re: [245] Joint MOTION to Strike [199] MOTION for Order Confirming Propriety of Fund Management <i>and Response</i> (Golden, Barry) (Entered: 1/27/2011)

1/27/2011 (p.138)	251	Appendix in Support filed by Receiver re [250] Reply <i>in Support of Motion for Order Confirming Propriety of Fund Management [199] and Response to Motion to Strike [245]</i> (Golden, Barry) (Entered: 1/27/2011)
1/27/2011 (p.144)	252	RESPONSE AND OBJECTION filed by Jeffrey Baron, Novo Point LLC, Quantec LLC re: [207] MOTION for Leave to File Plaintiffs' Proposed Findings of Fact <i>in Conjunction with Denial of Jeffrey Baron's Emergency Motion to Vacate Order Appointing Receiver</i> (Schepps, Gary) (Entered: 1/27/2011)
1/28/2011 (p.147)	253	REPLY filed by Jeffrey Baron re: [202] MOTION to Vacate [119] Order Adopting Findings and Recommendations, [201] MOTION to Strike [118] Notice (Other) (Schepps, Gary) (Entered: 1/28/2011)
1/28/2011 (p.152)	254	NOTICE <i>of the Receiver's Progress Towards Resolving Attorney Claims</i> filed by Receiver (Golden, Barry) (Entered: 1/28/2011)
1/28/2011 (p.155)	255	Appendix in Support filed by Receiver re [254] Notice (Other) <i>of Receiver's Progress Towards Resolving Attorney Claims</i> (Golden, Barry) (Entered: 1/28/2011)
1/28/2011 (p.161)	256	MOTION The Receiver's Third Joshua Cox Fee Application filed by Receiver (Golden, Barry) (Entered: 1/28/2011)

A. Relevant Facts.

1. The Receiver Order did not specifically name the LLCs.

The Receiver Order gives the Receiver control over any Receivership Party—defined as Mr. Baron as well as “any entity under the direct or indirect control of Jeffrey Baron, whether by virtue of ownership, beneficial interest, a position as officer, director, power of attorney or any other authority to act.” [Docket No. 124, p. 2.] As examples, but not as limitations, the Receiver Order included Novo Point, Inc. and Quantec, Inc. After the Court issued the Receiver Order, the Receiver learned that the entities controlling the approximately 200,000 domain names are actually Novo Point, LLC and Quantec, LLC (collectively, the “LLCs”).

2. The Court clarified that the Receiver Order includes the LLCs.

During a telephone hearing on November 30, 2010, the Court was made aware of the apparent glitch (which appeared to be more of a clerical error than anything else), and the Court stated that the definition of Receivership Parties has always included Novo Point, LLC and Quantec, LLC. Pursuant to the Court’s instruction to the Receiver, on December 3, 2010, the Receiver filed *The Receiver’s Motion to Clarify the Receiver Order* requesting that the Court issue a written Order stating that the definition of Receivership Parties has always included Novo Point, LLC and Quantec, LLC. [Docket No. 139.]

3. Lawyers for the LLC requested an Order from the Court clarifying that the Receiver Order includes the LLCs.

On December 17, 2010, and in response to a request from Joshua Cox and Thomas Jackson, the only attorneys representing Novo Point, LLC and Quantec, LLC, the Court issued its *Order Granting the Receiver’s Motion to Clarify the Receiver Order with Respect to Novo Point, LLC and Quantec, LLC* (the “Agreed LLC Order”) [Docket No. 176.] The Agreed LLC Order states, in relevant part, that “[t]he Court declares that the Receiver Order’s definition of

Receivership Parties has always included Novo Point, LLC and Quantec, LLC.” [Id.] Notably, the Court issued the Agreed LLC Order in the presence of Gary Schepps, counsel for Mr. Baron, and Mr. Baron himself—and neither of them objected.¹ Mr. Schepps and/or Mr. Baron, however, later experienced buyer’s remorse.

4. In a first attempt nullify the Agreed LLC Order, Mr. Baron’s attorney appealed the LLC Order.

On January 18, 2011, Mr. Schepps filed the *Notice of Appeal to the United States Court of Appeals for the Fifth Circuit* (the “Notice of Appeal”), through which he contends that the LLCs are appealing the Agreed LLC Order. [Docket No. 227.] In other words, the LLCs now appear to be appealing the very same Agreed LLC Orders they sponsored. The only difference is that the attorneys purportedly representing the LLCs are no longer Messrs. Cox and Jackson—both of whom claimed that neither they, nor their contact at the LLCs, Jeff Harbin, authorized the filing of the Notice of Appeal. The only attorney for the LLCs listed on the Notice of Appeal is Mr. Baron’s personal attorney, Mr. Schepps. [Id.]

On January 20, 2011, the Receiver filed *The Receiver’s Emergency Motion to Strike Gary Schepps’ Notice of Appeal Purportedly Filed on Behalf of the LCCs and for Gary Schepps to Show Authority* (“Motion to Show Authority”). [Docket No. 234.] The Motion to Show Authority seeks an order to strike Mr. Schepps’ Notice of Appeal for lack of authority from this Court and to require Mr. Schepps to show his authority to represent the LLCs. The Court has not yet ruled on the Motion to Show Authority.

¹ See a true and correct copy of the relevant portions of the transcript from December 17, 2010, showing that Messrs. Schepps and Baron were present during the entry of the Agreed LLC Order, and that neither objected attached hereto as Appendix in Support of the Receiver’s Fourth Motion to Clarify the Receiver Order (“Appx.”) at 1-9.

5. In a second attempt to nullify the Agreed LLC Order, Mr. Baron's attorney declared that the LLCs are controlled by a brand new entity.

On the evening of January 20, 2011 (a few hours after the Receiver filed the Motion to Show Authority), Mr. Baron made the next chess move. In a letter to the Trustee, Mr. Baron's attorney Mr. Schepps declared that Novo Point, LLC and Quantec, LLC do not have independent authority to act—rather they are under “oversight authority” by yet another Baron entity. The letter, a copy of which is attached hereto, provides, in relevant part:

CDM Services, LLC is the entity which has been legally entrusted with oversight authority for NovoPoint [sic] and Quantec, roughly equivalent a [sic] board of directors here. We [sic] were retained to represent NovoPoint [sic] and Quantec with respect to the appeal of the receivership by CDMS.

[Appx. at 10-11.]

Prior to January 20, 2011, the Receiver has never heard of CDM Services, LLC (and, from the Receiver's communications with the Trustee, apparently neither has the Trustee). The Receiver wonders when this entity actually came into existence (which will hopefully come to light through the Receiver's Motion to Show Authority).

By declaring that CDM Services, LLC has authority over the LLCs, Mr. Baron appears to be arguing that (a) the attorneys for Novo Point, LLC and Quantec, LLC who agreed to the Agreed LLC Order, did not have the appropriate authority to enter into the Agreed LLC Order, since they did not have the authority of CDM Services, LLC (the “Lack of Authority Argument”), and (b) the Receiver does not have any control over Novo Point, LLC or Quantec, LLC, since the Receiver Order (or any subsequent clarification order) does not specifically identify CDM Services (the “Specific Naming Argument”).

The bottom line on Mr. Baron's latest chess move is that he, perhaps through Mr. Schepps, would take control over the hundreds of thousands of domains names which are the only money-making assets currently visible to the Receiver, other than stocks and bank accounts.

B. Requested Relief.

The Receiver expects that the Court will address the Lack of Authority Argument in considering the Motion to Show Authority. As for the Specific Naming Argument, which Mr. Baron apparently conjured up after the Receiver filed the Motion to Show Authority, the Receiver moves the Court for an order stating that (a) the definition of “Receivership Parties” has always included CDM Services, LLC or, (b) if CDM Services, LLC was created after the date of the Receiver Order, the definition of “Receivership Parties” included CDM Services, LLC since the date of CDM Services, LLC’s creation. The Receiver further requests an order stating that all individuals affiliated with or purporting to represent CDM Services, LLC are subject to the Order Appointing Receiver in all respects.

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

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**ATTORNEYS FOR THE
RECEIVER, PETER S. VOGEL**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 24, 2011.

/s/ Peter L. Loh
Peter L. Loh

CERTIFICATE OF CONFERENCE

Given the nature of this motion, the Receiver does not believe it is necessary to confer with counsel to this case. Nonetheless, the undersigned certifies that counsel for the Receiver attempted to confer via e-mail on January 24, 2011, with regard to the foregoing motion with all counsel of record in this matter. Counsel either did not respond to the attempt to confer or stated they were unopposed to the motion.

/s/ Peter L. Loh
Peter L. Loh

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

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NETSPHERE, ET AL. (Number 3: 09-CV-0988-F
Plaintiff, (

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vs. (

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JEFFREY BARON, ET AL. (
Defendant. (December 17, 2010

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Emergency Motion to Stay
Before the Honorable Royal Furgeson

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

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RAVI PURI by phone

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JAMES M. ECHOLS

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For Daniel Sherman, Chapter 11 Trustee:

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Reported by Cassidi L. Casey
United States District Court Reporter
1100 Commerce Street, 14th Floor
Dallas, Texas 75242
Phone: 214-354-3139
Email: Cassidi45@aol.com

15:05 1 MR. LOH: Essentially in this order, the order
2 requiring renewal of money for domain names, Mr. Cox says
3 that speaks to his emergency motion. There are domain
4 names that are due to be renewed at a significant expense
5 to Quantec and Novo Point. However, these domain names
6 don't make any money for the entities. So we have reached
7 an agreement, an order allowing the receiver to make this
8 determination as to which domain names objectively do not
9 make any money. There is a complicated analysis that we
10 undertook, and the order allows the receiver to order the
11 nonrenewal or allow these domain names to expire.

12 THE COURT: I understand time is of the essence
13 on these matters. Everybody is convinced that these
14 decisions can be made in a timely basis so that
15 unnecessary expense is not incurred. Is that correct?

15:06 16 MR. LOH: Yes. And secondly, your Honor, the
17 more substantive order, order granting the receiver's
18 motion to clarify the receiver's order with respect to
19 Novo Point and Quantec, as Mr. Cox spoke to that,
20 clarifies and delineates and articulates what the duties
21 are -- or the responsibilities are of the receiver over
22 these two entities and affirms that these two entities,
23 Novo Point LLC and Quantec LLC, are indeed receiver
24 parties under the order and lays out some specific
25 requirements as to how the current manager, Mr. Jeff

15:07 1 Harbin, of these two entities is to report to the receiver
2 and his duties and obligations and so forth and so on. So
3 it lays all of that out and puts it to rest.

4 MR. COX: Your Honor, in the interest of this
5 brevity in this order, I would like to inform the Court
6 that it's our intent to work with the receiver to develop
7 outside of this agreement more specific management duties
8 and things of that nature. We didn't want to put those in
9 the order simply for brevity's sake, but that's something
10 we're going to be working out on a going forward basis.

11 THE COURT: Good, I am proud of you guys. We
12 moved the ball forward. That's good. That's excellent.

13 Now, there was a request by Mr. Ferguson just a
14 few minutes ago that we be very clear about who's
15 15:08 15 representing you. So for purposes of my case and the
16 purposes of the receiver, the receiver is to understand
17 that Mr. Schepps and Mr. Barrett represent Mr. Baron. And
18 so for the next thirty days there is no one checking with
19 the receiver's counsel involving issues with Mr. Baron,
20 except Mr. Schepps and Mr. Barrett

21 MR. BARRETT: Understood, your Honor.

22 MR. SCHEPPS: Yes, sir.

23 THE COURT: So that's clarified. As far as
24 Quantec and Novo Point are concerned, Mr. Cox and
25 Mr. Jackson, you are the representative of those

15:09 1 companies, and so the receiver will assume that you are
2 going to be representing them and them alone and any
3 communications you have relate to them, not to any other
4 party.

5 MR. JACKSON: Correct.

6 MR. COX: Yes, your Honor.

7 MR. LOH: For the time being. In the sense that
8 we have already discussed what their possible role may be
9 going forward, but we can't make any promises to that
10 effect right now.

11 THE COURT: Well, my goal is in thirty days we
12 have a lot of this straightened away. But this has been
13 helpful that this agreement has been reached.

14 MR. LOH: One more thing on housekeeping. With
15:09 15 regard to the order -- we did this over lunch -- there are
16 a couple of typos that we corrected, and counsel for the
17 parties merely corrected in the order and initialed. So
18 those are the extraneous markings that you may see in a
19 few different places. We apologize for any inconvenience,
20 but this was a rush job to a certain extent.

21 THE COURT: I'm impressed you got that far.

22 MR. JACKSON: Your Honor, in that regard, if I
23 may for the record. We were under time restraints, and we
24 got it done. That's the important thing. But there is a
25 memorandum of understanding as to how this is going

15:10 1 forward with management and decision making primarily
2 because we want to minimize receiver fees and fees from
3 the receiver's attorney that eventually will be a fee app
4 to our two clients.

5 THE COURT: All the Court can ask is that
6 lawyers work in a professional, civil way as officers of
7 the Court in goodwill. And I think that's what you are
8 doing. And so I'm very grateful to you for that.

9 That's all that can be done. What I would like
10 to do for the hearing on the 4th is -- I do have a lot of
11 lawyers in the courtroom and I'm glad to hear from all the
12 lawyers who should testify in this case.

13 MR. JACKSON: May Quantec and Novo Point be
14 excused?

15:11 15 THE COURT: Yes. Let me read this order real
16 quick, and I'll excuse you.

17 MR. JACKSON: Don't hold everybody else up for
18 us. Finish with everybody else and then -- Just excused
19 from the 4th.

20 THE COURT: Absolutely. You will be excused
21 from the 4th. What I would like the lawyers to do in good
22 faith and good will is line up the witness list, who Mr.
23 Baron wants to call and who Mr. Sherman wants to call, and
24 line up all of these people and especially as a courtesy
25 to Mr. Ferguson and give him notice of when you think they

15:12 1 might be needed. So some would say they have already lost
2 a lot of money in this case. So I would like to show them
3 the courtesy of not having to stay for the whole hearing,
4 and we can line them up in a way that would be courteous
5 to them and to their time. You don't anticipate any
6 problem with that, Mr. Roossien, do you?

7 MR. ROOSSIEN: No, sir.

8 THE COURT: Mr. Loh?

9 MR. LOH: Not at all.

10 THE COURT: And Mr. Barrett and Mr. Schepps?

11 MR. SCHEPPS: No, sir.

12 THE COURT: Besides these two orders, is there
13 any other loose ends?

14 MR. LOH: One order that I would like to
15:13 15 present, if I could approach.

16 THE COURT: Sure.

17 MR. LOH: It goes a long the same lines, your
18 Honor, with our motion to clarify, and this order, your
19 Honor, deals specifically with Mr. Baron personally and
20 the information and the records that we have found to date
21 in the three weeks that the receivership order has been in
22 effect. And this order deals with bank accounts and --
23 specifically with bank accounts, both domestic and abroad
24 in the Cook Islands, that we believe exist, and we would
25 like an order entered directing Mr. Baron to direct those

C E R T I F I C A T I O N

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3 I, Cassidi L. Casey, certify that during the
4 proceedings of the foregoing-styled and -numbered cause, I
5 was the official reporter and took in stenotypy such
6 proceedings and have transcribed the same as shown by the
7 above and foregoing Pages 1 through 85 and that said
8 transcript is true and correct.

9
10 I further certify that the transcript fees and format
11 comply with those prescribed by the court and the Judicial
12 Conference of the United States.

13
14
15 s/Cassidi L. Casey

16 CASSIDI L. CASEY
17 UNITED STATES DISTRICT REPORTER
18 NORTHERN DISTRICT OF TEXAS
19 DALLAS DIVISION
20 CSR NUMBER 1703
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CASSIDI L. CASEY, CSR, 214-354-3139
UNITED STATES DISTRICT COURT

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670804
DALLAS, TEXAS 75367TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 20, 2011

Mr. Richard M. Hunt **VIA FAX TO 214-855-7584**
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Richard,

NovoPoint, LLC and Quantec, LLC are Cook Islands companies owned by SouthPac Trust. You are well aware of this as this legal arrangement was approved by the bankruptcy court.

CDM Services, LLC is the entity which has been legally entrusted with oversight authority for NovoPoint and Quantec, roughly equivalent a corporate board of directors here. We were retained to represent NovoPoint and Quantec with respect to the appeal of the receivership by CDMS.

The law regarding SouthPac's LLC companies is clear. SouthPac is not a party and was not served with process. Accordingly, personal jurisdiction is lacking to include SouthPac's companies in the receivership. Mr. Baron appealed the receivership order and divested the district court with jurisdiction to alter the order or the status quo with relationship to the order. Accordingly, subject matter jurisdiction is lacking to include the LLC companies in the receivership. Additionally no claims have been raised against the LLC companies in the pleadings, and again, the district court therefore lacks subject matter jurisdiction to appoint a receiver over them. The motion for receivership did not name the LLC companies, no grounds for including the companies were included in the motion, and the district court made no factual or legal findings to support their inclusion. Accordingly, due process, and legal grounds are lacking for the LLC companies' inclusion within the receivership.

Richard M. Hunt
January 20, 2011
Page 2

From the perspective of CDMS, in light of the concerns raised in your receivership motion, they are willing to agree not to directly or indirectly disburse any money to Mr. Baron or anyone on his behalf, pending resolution of the receivership as to him. In other words, the LLC companies are willing to agree not be used in any way as a funding source for Mr. Baron for any purposes—if they are released safe and sound from the receivership now, with an agreement they will be left alone and the agreement that Mr. Sherman signed with them be honored.

Very truly yours,



Gary N. Schepps

still ongoing, the Receiver understands that attorneys with some of the higher amounts of unpaid fee invoices performed their services specifically and solely for Quantec, LLC and/or Novo Point, LLC (collectively, the “LLCs” and the attorneys who worked for the LLCs collectively, referred to hereinafter as the “LLC Attorneys”).

2. The LLCs own cash and domain names.

The LLCs’ assets consist of cash accounts and close to 200,000 domain names.

3. Since the LLCs are unlikely able to fund the disbursements with cash, they will need to sell domain names.

The Receiver anticipates that the LLC Attorneys’ claims will greatly exceed the amount of the LLCs’ cash. Thus, in order to make the necessary disbursements to the LLC Attorneys, the Receiver will need to sell selective domain names. Through this motion, the Receiver seeks an omnibus order from the Court permitting the Receiver to utilize the option of selling domain names in order to fund disbursements to the LLC Attorneys.

with Respect to Novo Point, LLC and Quantec, LLC, specifically including as Receivership Parties Quantec, LLC and Novo Point, LLC. [Docket No. 176.]

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

GARDERE WYNNE SEWELL LLP

1601 Elm Street, Suite 3000

Dallas, Texas 75201

(214) 999.4667 (facsimile)

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bgolden@gardere.com

ploh@gardere.com

ATTORNEYS FOR THE RECEIVER,
PETER S. VOGEL

CERTIFICATE OF CONFERENCE

The undersigned certifies that counsel for the Receiver attempted to confer via e-mail on January 24, 2011, with regard to the foregoing motion with all counsel of record in this matter. Thomas Jackson, purportedly representing Novo Point, LLC and Quantec, LLC stated his opposition to the relief requested herein. The remaining counsel either did not respond to the attempt to confer or stated they were unopposed to the motion.

/s/ Peter L. Loh
Peter L. Loh

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 24, 2011.

/s/ Peter L. Loh
Peter L. Loh

identify the Money Losing Domain Names and instruct the registrar not to renew them.

[Docket #177.] In other words, under the Non-Renewal Order, the Receiver should identify the Money Losing Domain Names, and then instruct the registrar not to renew any of them.

2. The Court ordered that the Receiver do what is advisable to preserve the value of the Receiver Assets.

Prior to the issuance of the Non-Renewal Order, on November 24, 2010, the Court issued the Order Appointing Receiver (the “Receiver Order”) that, among other things, instructs the Receiver to “investigate, conserve, hold, and manage all Receivership Assets, and perform all acts necessary or advisable to preserve the value of those assets.” [Docket #124 at p. 7.] In other words, under the Receiver Order, the Receiver should do what is necessary to preserve the value of the Receiver Assets.

3. Interested parties have advised the Receiver that the Receiver cannot, at the same time, comply with the Non-Renewal Order *and* the Receiver Order.

The question this motion addresses is whether, by strictly complying with the Non-Renewal Order (*i.e.*, by instructing the registrar not to renew any Money-Losing Domain Names), the Receiver will also be fully complying with the Receiver Order (*i.e.*, by doing what is advisable to preserve the value of the Receiver Assets). Several individuals have told the Receiver that the answer is “no.” Specifically, the Receiver has received advice on this question from the following individuals: (a) Jeff Harbin, Manager of Receivership Parties Novo Point, LLC and Quantec, LLC, (b) Josh Cox, counsel for Receivership Parties Quantec, LLC and Novo Point, LLC, (c) James Eckels, Manager of Receivership Party Quasar Services, LLC and counsel for Receivership Parties Quantec, LLC and Novo Point, LLC, and (d) Damon Nelson, Manager of Receivership Party Ondova Limited Company (“Ondova”) (collectively, the “Advisors”). The

Advisors have unanimously advised the Receiver as follows. (See Exhibit 1 to the Appendix in Support of this Joint Motion (“Appx.”) at Appx. 1018-20, and Exhibit 2 at Appx. 1352-54.)

- a. By complying with the Non-Renewal Order, the Receiver risks not complying with the Receiver Order.

The Advisors have thus far identified 31,075 Money Losing Domain Names—all of which, under the Non-Renewal Order—the Court has ordered the Receiver to instruct the registrar not to renew. In other words, in order to comply with the Non-Renewal Order, the Receiver would need to instruct the registrar not to renew all 31,075 of the Money Losing Domain Names. By doing this, however, and as described in the next paragraph, the Receiver would arguably not be complying with the Receiver Order (*i.e.*, regarding preservation of value of the Receiver Assets).

- b. By taking the Advisors’ advice, the Receiver might be complying with the Receiver Order, yet not fully complying with the Non-Renewal Order.

The Advisors pursuant to a memorandum to the Receiver (i) have identified 16,170 out of 31,075 Money-Losing Domain Names that, despite their status as Money-Losing Domain Names, the Receiver should, contrary to the Non-Renewal Order, instruct the registrar to renew (the “Proposed Renewals”), (ii) containing the back-up data to demonstrate that the Proposed Renewals are, in fact, Money-Losing Domain Names, (iii) explaining why renewing the Proposed Renewals would preserve the value of the Receiver Assets, and (iv) advising the Receiver to renew the Proposed Renewals. (See Exhibit 1 at Appx. 2-5.)¹

¹ On December 30, 2010, the Receiver filed a motion to seal the Appendix in Support of this Joint Motion containing the Advisors’ memorandum (“Motion to Seal”). (Docket # 194.) Upon the Court’s entry of an order granting the Motion to Seal, the Receiver will file the appendix under seal.

i. The Advisors recommend renewing certain Money-Losing Domain Names.

According to the Advisors, one reason that renewing the Proposed Renewals would preserve the value of the Receiver Assets is because their value is increased by the fact that they receive relatively high traffic; specifically, the Proposed Renewals receive over 100 “uniques” (*i.e.*, visits to a single page) per year. (*Id.* at Appx. 4.) Additionally, the value of the Proposed Renewals is increased by a “variety of subjective criteria,” specifically the following: (1) the length of the domain name, with a shorter domain name translating to higher value; (2) the “look and feel” of the domain name, meaning its appeal to the human eye and ear (*i.e.*, whether the domain name is catchy, humorous and/or functional); (3) the spelling of the domain name, specifically the presence of uncommon misspellings; (4) the “keyword relevance” of the domain name, meaning it contains commonly searched words; and (5) the Google.com ranking statistics of the domain name, with a higher ranking translating to higher value. (*Id.*) Furthermore, according to the Advisors, another reason that renewing certain of the Proposed Renewals is because several such domain names possess “strong *potential* name branding value and highly sought web search terms.” (*Id.*)²

² Exhibit 2 to the Appendix in Support of this Joint Motion is another memorandum from Advisors which will be filed under seal upon entry of an order granting the Motion to Seal. This second memorandum from the Advisors (i) identifies the remaining 14,905 Money Losing Domain Names (out of the total 31,075 Money Losing Domain Names) that have not been identified as Proposed Renewals and that the Receiver should, consistent with the Non-Renewal Order, instruct the registrar *not* to renew (the “Non-Renewals”), (ii) contains the back-up data to demonstrate that the Non-Renewals are, in fact, Money Losing Domain Names, (iii) explains why *not* renewing the Non-Renewals would preserve the value of the Receiver Assets, and (iv) advises the Receiver *not* to renew the Non-Renewals. (Exhibit 2 at Appx. 1026-28.)

According to the Advisors, the principal reason that *not* renewing the Non-Renewals preserved the value of the Receiver Assets was because they “generated less than \$7.62 in revenue over the last 12 months or more.” (*Id.* at Appx. 1027.) The registrar “charges \$7.62 per .com registration renewal,” the cost of renewal alone for the Non-Renewals exceeds the revenue they are currently generating. (*Id.* at Appx. 1027 n.3.) Another reason that *not* renewing the Non-Renewals preserved the value of the Receiver Assets was because, unlike the Proposed Renewals, the Non-Renewals produce relatively low revenue because they receive relatively low traffic; specifically, the Non-Renewals receive less than 100 “uniques” per year. (Exhibit 1, at Appx. 4.) Additionally, and also contrary to the Proposed Renewals, the value of the Non-Renewals was NOT increased when considering the “variety of subjective criteria” described above. (*Id.*) Furthermore, the Non-Renewals, unlike certain of the Proposed Renewals, do not

ii. The Receiver faces a Hobson's Choice.

In order to comply with the Receiver Order (regarding preserving the value of the Receiver Assets), the Receiver would need to instruct the registrar to renew the Proposed Renewals; yet by doing this, the Receiver would arguably not be complying with the Non-Renewal Order. And conversely, in order to comply with the Non-Renewal Order (not to renew any Money-Losing Domain Names), the Receiver would need to instruct the registrar NOT to renew the Proposed Non-Renewing Money-Losing Domain Names; yet by doing this, the Receiver would arguably not be complying with the Receiver Order.

4. The Receiver seeks an Order requiring that the Receiver instruct the registrar to renew the Proposed Renewals.

In order to free the Receiver from this Hobson's Choice, the Receiver requests an order that requires the Receiver to instruct the registrar to renew the Proposed Renewals, even though they are Money-Losing Domain Names.

Respectfully submitted,

/s/ Barry M. Golden
Barry M. Golden
Texas State Bar No. 24002149
Peter L. Loh
Texas Bar Card No. 24036982
GARDERE WYNNE SEWELL LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
(214) 999-4667 (facsimile)
(214) 999-3000 (telephone)
bgolden@gardere.com
ploh@gardere.com

**ATTORNEYS FOR THE RECEIVER,
PETER S. VOGEL**

possess "strong *potential* name branding value and highly sought web search terms." (*Id.*) On December 22, 2010, the Receiver instructed the registrar not to renew the Non-Renewals and thereby (a) complied with the Non-Renewal Order instructing the Receiver not to renew Money-Losing Domain Names, (b) complied with the Receiver Order to preserve the value of assets, and (c) followed the Advisors' recommendation not to renew the Non-Renewals.

VERIFICATION OF JEFFREY L. HARBIN

STATE OF TEXAS §
 §
COUNTY OF Collin §

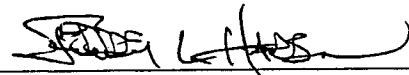
Before me, the undersigned notary, on this day, personally appeared **JEFFREY L. HARBIN**, known to me to be the person whose name is subscribed below, and who, after being sworn testified as follows:

1. “My name is JEFFREY L. HARBIN. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to make this affidavit. I am Manager of Receivership Parties Novo Point, LLC and Quantec, LLC.

2. I have read the entirety of the foregoing Verified Motion to Renew Certain Money-Losing Domain Names. The facts stated in the foregoing motion are true and correct based upon my personal knowledge.

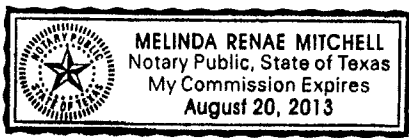
3. I expressly consent to the Receiver instructing the registrar to renew domain names identified at Exhibit 1 on appendix pages Appx. 10 to Appx. 354.

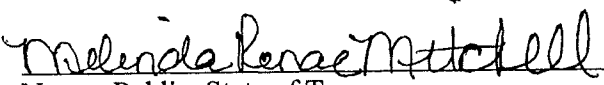
4. I expressly consented to the Receiver instructing the registrar NOT to renew the domain names identified at Exhibit 2 on appendix pages Appx. 1033 to Appx. 1350.”



Jeffrey L. Harbin

SWORN TO AND SUBSCRIBED before me, the undersigned notary, on the 24 day of January 2011.





Notary Public, State of Texas

My Commission Expires: August 20, 2013

VERIFICATION OF DAMON NELSON

STATE OF TEXAS §
 §
COUNTY OF Dallas §

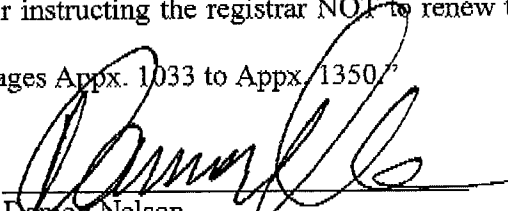
Before me, the undersigned notary, on this day, personally appeared **DAMON NELSON**, known to me to be the person whose name is subscribed below, and who, after being sworn testified as follows:

1. “My name is DAMON NELSON. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to make this affidavit. I am Manager of Receivership Party Ondova Limited Company.

2. I have read the entirety of the foregoing Verified Motion to Renew Certain Money-Losing Domain Names. The facts stated in the foregoing motion are true and correct based upon my personal knowledge.

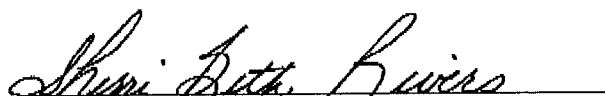
3. I expressly consent to the Receiver instructing the registrar to renew domain names identified at Exhibit 1 on appendix pages Appx. 10 to Appx 354.

4. I expressly consented to the Receiver instructing the registrar ~~NOT~~ to renew the domain names identified at Exhibit 2 on appendix pages Appx. 1033 to Appx 1350.”


Damon Nelson

SWORN TO AND SUBSCRIBED before me, the undersigned notary, on the 24th day of January 2011.




Notary Public, State of Texas

My Commission Expires: March 4, 2011

VERIFICATION OF JAMES M. ECKELS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

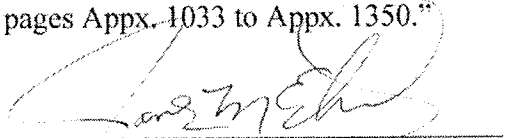
Before me, the undersigned notary, on this day, personally appeared **JAMES M. ECKELS**, known to me to be the person whose name is subscribed below, and who, after being sworn testified as follows:

1. “My name is JAMES M. ECKELS. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to make this affidavit. I am Manager of Receivership Party Quasar Services, LLC and am counsel for Receivership Parties Quantec, LLC and Novo Point, LLC.

2. I have read the entirety of the foregoing Verified Motion to Renew Certain Money-Losing Domain Names. The facts stated in the foregoing motion are true and correct based upon my personal knowledge.

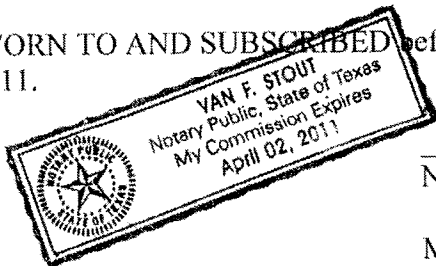
3. I expressly consent to the Receiver instructing the registrar to renew domain names identified at Exhibit 1 on appendix pages Appx. 10 to Appx 354.


4. I expressly consented to the Receiver instructing the registrar NOT to renew the domain names identified at Exhibit 2 on appendix pages Appx. 1033 to Appx. 1350.”



James M. Eckels

SWORN TO AND SUBSCRIBED before me, the undersigned notary, on the 24th day of January 2011.





Notary Public, State of Texas

My Commission Expires: 4/2/11

VERIFICATION OF JOSHUA E. COX

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned notary, on this day, personally appeared **JOSHUA E. COX**, known to me to be the person whose name is subscribed below, and who, after being sworn testified as follows:

1. “My name is JOSHUA E. COX. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to make this affidavit. I am counsel for Receivership Parties Quantec, LLC and Novo Point, LLC.

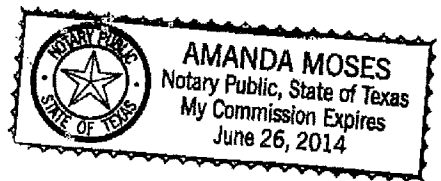
2. I have read the entirety of the foregoing Verified Motion to Renew Certain Money-Losing Domain Names. The facts stated in the foregoing motion are true and correct based upon my personal knowledge.

3. I expressly consent to the Receiver instructing the registrar to renew domain names identified at Exhibit 1 on appendix pages Appx. 10 to Appx. 354.

4. I expressly consented to the Receiver instructing the registrar NOT to renew the domain names identified at Exhibit 2 on appendix pages Appx. 1033 to Appx. 1350.”

Joshua E. Cox

SWORN TO AND SUBSCRIBED before me, the undersigned notary, on the 24 day of January 2011.



Amanda Moses
Notary Public, State of Texas

My Commission Expires: 6/24/14

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 24, 2010.

/s/ Peter L. Loh
Peter L. Loh

CERTIFICATE OF CONFERENCE

The undersigned certifies he attempted to confer via e-mail on January 24, 2010, with regard to the foregoing motion with all counsel of record in this matter. Thomas Jackson, purportedly representing Novo Point, LLC and Quantec, LLC, stated his opposition to the relief requested herein. The remaining counsel did not respond to the attempt to confer or stated they were unopposed to the motion.

/s/ Peter L. Loh
Peter L. Loh

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

NETSPHERE, INC.,	§	Civil Action No. 3-09CV0988-F
MANILA INDUSTRIES, INC., and	§	
MUNISH KRISHAN,	§	
Plaintiffs.	§	
	§	
v.	§	
	§	
JEFFREY BARON, and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants.	§	

APPELLANTS' JOINT RESPONSE TO THE RECEIVER'S FIRST APPLICATION FOR REIMBURSEMENT OF FEES INCURRED BY RECEIVERSHIP PROFESSIONAL JAMES M. ECKELS [DOC#196]

TO THE HONORABLE ROYAL FURGESON, U.S. DISTRICT JUDGE:

COMES NOW, Appellant, defendant Jeffrey Baron and Appellants NovoPoint, LLC and Quantec, LLC and make this joint response and objection to the Receiver's First Application For Reimbursement Of Fees Incurred By Receivership Professional James M. Eckels [Doc#196].

1. Respondents adopt and incorporate by reference the objections and responses made in Appellant's Limited Objection To The Receiver's First Application For Reimbursement Of Fees Incurred By Receivership Professional Joshua Cox [Doc#190] and in Appellants' Joint Objection And Response To (1) The Receiver's First Application For Reimbursement Of Fees And Expenses Incurred By The Receiver [Doc#192] And (2) The Receiver's First Application For

Reimbursement Of Fees And Expenses Incurred By Gardere Wynne Sewell LLP
[Doc#193].

2. *To the extent that the requested fees are bona fide expenses incurred by the LLC entities in the ordinary course of their business activities, (and so long as the LLC entities are paying the bill), the Court clearly has jurisdiction to ensure the ongoing operation of the LLC entities– as that is the status quo.* Accordingly, no objection is made to that portion of the requested fees which are bona fide expenses incurred by the LLC entities in the ordinary course of business and to be paid for by those entities.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps

State Bar No. 00791608

Drawer 670804

Dallas, Texas 75367

(214) 210-5940

(214) 347-4031 Facsimile

**APPELLATE COUNSEL FOR
JEFFREY BARON, NOVO POINT,
LLC, and QUANTEC, LLC**

CERTIFICATE OF SERVICE

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

/s/ Gary N. Schepps
Gary N. Schepps

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

NETSPHERE, INC.,	§	Civil Action No. 3-09CV0988-F
MANILA INDUSTRIES, INC., and	§	
MUNISH KRISHAN,	§	
Plaintiffs.	§	
	§	
v.	§	
	§	
JEFFREY BARON, and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants.	§	

**APPELLANTS' JOINT RESPONSE AND MOTION TO STRIKE THE
RECEIVER'S MOTION FOR ORDER CONFIRMING PROPRIETY OF
FUND MANAGEMENT [DOC#199]**

TO THE HONORABLE ROYAL FURGESON, U.S. DISTRICT JUDGE:

COMES NOW, Appellant, defendant Jeffrey Baron and Appellants NovoPoint, LLC and Quantec, LLC and make this joint response and motion to strike the Receiver's Motion For Order Confirming Propriety of Fund Management [Doc#199].

1. The receiver's motion does not comply with the mandatory requirements of Local Rule 7.1(a) which require that "Before filing a motion, an attorney for the moving party must confer with an attorney for each party affected by the requested relief to determine whether the motion is opposed." Further, if a conference was not held, the certificate must explain why it was not possible to confer. LR 7.1(b)(3). No conference was held with the Appellants' counsel and no

explanation was provided why such a conference was not possible. Accordingly, the receiver's motion should be appropriately stricken.

2. The Village Trust cannot be a receivership party because the Village Trust is not a party. A trust is a fiduciary relationship with respect to property, subjecting the person by whom the title to the property is held to equitable duties to deal with the property for the benefit of another person. *Restatement (Second) of Trusts* § 2 (1959); see e.g., *Coleman v. Golkin, Bomback & Co., Inc.*, 562 F.2d 166,168-9 (2nd Cir. 1977); *In re Columbia Gas Systems Inc.*, 997 F.2d 1039,1064 (3rd Cir. 1993).

3. The property of the Village Trust is owned by SouthPac, a non-party over whom the district court has acquired no personal jurisdiction. SouthPac was not served with process and there is no basis in law for the district court to assert control over any of its assets.

4. The money received by the receiver has been deposited in a way that is substantially uninsured and at risk should the bank holding the funds fail. Pursuant to 28 U.S.C. 2041 the funds must be deposited by the receiver into a US Treasury account.

5. Respondents adopt and incorporate by reference the argument and authority raised in Appellant's Limited Objection To The Receiver's First Application For Reimbursement Of Fees Incurred By Receivership Professional

Joshua Cox [Doc#190] and in Appellants' Joint Objection And Response To (1) The Receiver's First Application For Reimbursement Of Fees And Expenses Incurred By The Receiver [Doc#192] and (2) The Receiver's First Application For Reimbursement Of Fees And Expenses Incurred By Gardere Wynne Sewell LLP [Doc#193].

CONCLUSION

WHEREFORE, premises considered, Appellants move this Honorable Court to strike docket no. 199, and to deny the receiver's motion and jointly and in the alternative to order the receiver to immediately deposit all monies it has received or receives in the future into a US Treasury account.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps

State Bar No. 00791608

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Dallas, Texas 75367

(214) 210-5940

(214) 347-4031 Facsimile

**APPELLATE COUNSEL FOR
JEFFREY BARON, NOVO POINT,
LLC, and QUANTEC, LLC**

CERTIFICATE OF SERVICE

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

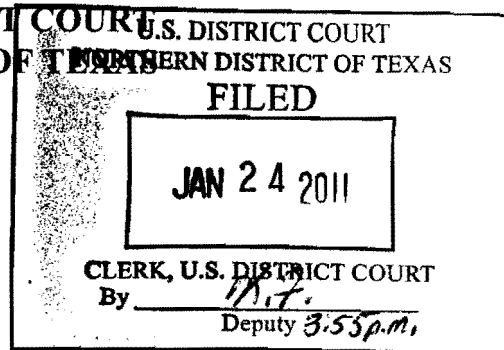
/s/ Gary N. Schepps _____
Gary N. Schepps

CERTIFICATE OF CONFERENCE

This is to certify that the undersigned attempted to confer in writing (pursuant to counsel for the receiver's request), and no response was received.

/s/ Gary N. Schepps _____
Gary N. Schepps

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



NETSPHERE, INC., §
MANILA INDUSTRIES., INC., AND §
MUNISH KRISHAN §
PLAINTIFFS, §

V. §
JEFFREY BARON AND §
ONDOVA LIMITED COMPANY, §
DEFENDANTS. §

CIVIL ACTION NO. 3:09-CV-0988-F

**ORDER DENYING THE RECEIVER’S EMERGENCY MOTION TO STRIKE
GARY SCHEPPS’ NOTICE OF APPEAL PURPORTEDLY FILED ON BEHALF
OF THE LLCs AND FOR GARY SCHEPPS TO SHOW AUTHORITY**

BEFORE THE COURT is the Receiver’s Emergency Motion to Strike Gary Schepps’ Notice of Appeal Purportedly Filed on Behalf of the LLCs and for Gary Schepps to Show Authority (Docket No. 234, the “Receiver’s Emergency Motion”) and the evidence attached thereto. Having considered the Receiver’s Emergency Motion the Court is of the opinion that the Receiver’s Emergency Motion should be DENIED.

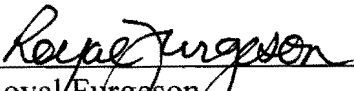
In his Emergency Motion, the Receiver asked that the Notice of Appeal to the United States Court of Appeals for the Fifth Circuit (Docket No. 227), filed by Gary N. Schepps on January 18, 2011, be stricken and excluded from this matter, and not considered by this Court. Additionally, the Receiver asked that Gary N. Schepps present to this Court verified evidence that he has been retained by Southpac Trust, Ltd., as well as verified evidence that Southpac Trust, Ltd. has the authority to retain Mr. Schepps as

counsel for Quantec, LLC and Novo Point, LLC.

However, the Court is of the opinion that it does not have the authority to strike the Notice of Appeal. From the Court's reading, the Receiver's Emergency Motion did not cite applicable cases to support such relief from a District Court. If there is such clear authority, the Receiver can file a Motion to Reconsider. Otherwise, it is the Court's view that the cases indicate that the relief requested in the Receiver's Emergency Motion should be submitted to the Fifth Circuit for their consideration. Accordingly, the Receiver's Emergency Motion is DENIED.

IT IS SO ORDERED.

SIGNED this 24th day of January, 2011.



Royal Furgeson
Senior United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
JAN 24 2011
CLERK, U.S. DISTRICT COURT
By R. J.
Deputy 3:55 p.m.

NETSPHERE, INC., MANILA §
INDUSTRIES, INC., and MUNISH §
KRISHAN, §
Plaintiffs, §
v. §
JEFFREY BARON, and ONDOVA §
LIMITED COMPANY, §
Defendant. §

Case No. 3:09-CV-988-F

**ORDER DENYING EMERGENCY MOTION TO SEAL THE RECEIVER'S
REPORT OF WORK PERFORMED IN DECEMBER 2010**

BEFORE THE COURT is Defendant's Emergency Motion to Seal the Receiver's Report of Work Performed in December 2010 (Docket No. 232). Because Defendant has failed to identify with any specificity what information in the Receiver's report is "personal, confidential and private" information his Motion to Seal is DENIED WITHOUT PREJUDICE. If Defendant wishes for this report to be filed under seal, he shall file a brief identifying what specific information he believes should be under seal.

It is so Ordered.

Signed this 24th day of January, 2011.

Royal Furgeson
Royal Furgeson
Senior United States District Judge

B. Introduction.

Last month, the Court declared that the only attorneys for the LLCs were to be Josh Cox and Thomas Jackson, and that Gary Schepps was only to be representing Jeff Baron—not the LLCs. Mr. Schepps did not listen. Mr. Schepps—without authority from this Court or possibly even from the LLCs—has filed a half dozen pleadings purportedly on behalf of both Jeffrey Baron and the LLCs—meaning on behalf of both Mr. Baron and the very entities that Mr. Baron repeatedly contends are separate and distinct from him.

Mr. Schepps claims his authority to represent the LLCs is based on some brand new entity called CDM Services, LLC. What in the world is CMD Services, LLC? Before Mr. Schepps files anything else purportedly on behalf of the LLCs, the Receiver moves for the Court to order Mr. Schepps to show his authority to represent the LLCs.

C. Background Facts.

1. The Court stated that the only attorneys for the LLCs would be Thomas Jackson and Joshua Cox.

Until last week, the only attorneys who appeared as attorneys in this case for Quantec, LLC and Novo Point, LLC (collectively, “the LLCs”) were Tom Jackson and Joshua Cox. Until last week, the only party for whom Gary Schepps appeared as an attorney was Jeffrey Baron. Take, for instance, the hearing before this Court on December 17, 2010 (the “December 17 Hearing”). At the December 17 Hearing, Messrs. Cox, Jackson, and Schepps all appeared, but only Messrs. Jackson and Cox appeared on behalf of the LLCs. Mr. Schepps appeared solely on behalf of Mr. Baron (who was also in attendance). The following discussion from the December 17 Hearing Transcript makes it perfectly clear who is representing whom—and that only Messrs. Cox and Jackson represent the LLCs and Mr. Schepps represents only Mr. Baron:

THE COURT: Now, there was a request by Mr. Ferguson just a few minutes ago that we be very clear about who's representing [whom]. So for purposes of my case and the purposes of the receiver, the receiver is to understand that Mr. Schepps and Mr. Barrett represent Mr. Baron. And so for the next thirty days there is no one checking with the receiver's counsel involving issues with Mr. Baron, except Mr. Schepps and Mr. Barrett.

MR. BARRETT: Understood, your Honor.

MR. SCHEPPS: Yes, sir.

THE COURT: So that's clarified. As far as Quantec and Novo Point are concerned, Mr. Cox and Mr. Jackson, you are the representative[s] of those companies, and so the receiver will assume that you are going to be representing them and them alone and any communications you have relate to them, not to any other party.

MR. JACKSON: Correct.

MR. COX: Yes, your Honor.

(December 17 Hearing Transcript at Appx. 1-6.) At the December 17 Hearing, the Court suggested that the Receiver attempt to negotiate a proposed agreed *Order Granting the Receiver's Motion to Clarify the Receiver Order with Respect to Novo Point, LLC and Quantec, LLC* [Docket No. 176] and the *Order Requiring Non-Renewal of Money-Losing Domain Names* [Docket No. 177] (collectively, the "Agreed LLC Orders"). The Receiver's counsel raised concerns as to whether Messrs. Cox and Jackson actually had the authority to bind the LLCs to the Agreed LLC Orders absent a contemporaneous agreement from Messrs. Schepps and/or Baron. The Court addressed that issue, declaring that Messrs. Cox and Jackson did, in fact, have the authority to bind the LLCs, and that Mr. Schepps and Mr. Baron were not to interfere:

MR. GOLDEN: [With respect to operation and conduct of the LLCs,] [w]e have the Quantec [and Novo Point] lawyers saying this is how it should be done, and then we've got the Baron lawyers saying it should be done the exact opposite way. . . . And the receiver is understanding that Mr. Baron is

controlling both paths and is claiming gross misconduct if we take either path.

THE COURT: My view is—I have Mr. Cox and Mr. Jackson here saying Mr. Baron has nothing to do with the operation or conduct of Novo Point and Quantec. So I can solve that problem. I will say these are the people you negotiate with. These are the people that have say so. Mr. Baron has no say so. Mr. Baron—*You know, I am going to tell—I am going to deal with Mr. Baron. If I need to, I will put an injunction on Mr. Baron, and that injunction will go to his agents, his lawyers, and you know, it's an order of the Court enforceable by contempt. So if Mr. Baron continues to think that he can interfere with Mr. Jackson and Mr. Cox in their representation, that will not be allowed.* . . .

(emphasis added) (December 17 Hearing Transcript at Appx. 7-8.) Messrs. Schepps and Baron were both present, and neither of them objected.

2. The LLCs requested that the Court sign Agreed LLC Orders.

At the December 17 Hearing, after negotiating for hours with the Receiver, the LLCs (through Messrs. Cox and Jackson) requested that the Court sign the Agreed LLC Orders. The Court did so and signed the orders. (True and correct copies of the Agreed LLC Orders are attached at Appx. 9-18.) Messrs. Schepps and Baron were both present, and neither of them objected.

3. The LLCs now purportedly request that the Fifth Circuit Reverse the Agreed LLC Orders.

On January 18, 2011, Mr. Shepps filed the Notice of Appeal to the United States Court of Appeals for the Fifth Circuit [Docket No. 227] (the “Appeal”), through which the LLCs purport to be appealing the Agreed LLC Orders. (A true and correct copy of the Appeal is attached at Appx. 19-21.) *In other words, the LLCs now appear to be appealing the very same Agreed LLC Orders they sponsored.*

4. Mr. Schepps is now appearing as the attorney for the LLCs on a variety of other issues.

Over the past few days, Mr. Schepps representation of Mr. Baron has become indistinguishable from his purported representation of the LLCs. And his filings are coming in fast and furious. Since filing the Appeal at the end of last week, Mr. Schepps has already filed five so-called “joint” pleadings on behalf of both Mr. Baron and the LLCs.¹ Neither Messrs. Cox nor Jackson are listed as counsel for the LLCs on any of these pleadings. The Receiver did not authorize any of these pleadings. Did Messrs. Cox or Jackson authorize these pleadings? Did Mr. Harbin, the Manager of the LLCs?

5. Mr. Schepps is basing his authority on an entity the Receiver has never even heard of.

In a January 20, 2011 letter to the Trustee’s counsel, Mr. Schepps stated “[t] would substantially reduce unnecessary legal fees if you would agree to vacate the receivership order as to the LLC entities.” (Appx. 22.) In response to Mr. Schepps’ letter, the Trustee’s counsel asked Mr. Schepps to show authority that Mr. Schepps can represent the LLCs.

¹ The joint pleadings include:

- An objection to a fee application for Joshua Cox, counsel for the LLCs (Docket No. 231);
- An objection to a fee application for Peter S. Vogel, the Receiver (Docket No. 236);
- An objection to a fee application from Gardere Wynne Sewell, counsel for the Receiver (*Id.*);
- An objection to a fee application for James Eckles, former counsel for the LLCs (Docket No. 244); and
- A motion to strike and response to the Receiver’s Motion for Order Confirming Propriety of Fund Management (Docket No. 245).

At present, I [on behalf of the Trustee] do not believe you have any authority to represent the LLC's [sic] because you were not hired by their manager. If you are willing to tell me the name of the individual who hired you and explain why that individual had authority to hire you on behalf of the LLCs we might have a basis for further discussion

[Appx. 23.] In response to the Trustee's counsel's letter, Mr. Schepps did not disclose the name of the individual. Instead, he declared that Novo Point, LLC and Quantec, LLC do not have independent authority to act—rather they are under “oversight authority” by yet another Baron entity:

CDM Services, LLC is the entity which has been legally entrusted with oversight authority for NovoPoint [sic] and Quantec, roughly equivalent a [sic] board of directors here. We [sic] [Gary Schepps] were retained to represent NovoPoint [sic] and Quantec with respect to the appeal of the receivership by CDMS.

[Appx. 24.] Apparently more than a little confused and surprised by the revelation of this new entity, and also frustrated by Mr. Schepps' refusal to disclose the name of the individual who retained him, the Trustee's counsel again asked for the individual's name (and other information):

I'm sure you understand that I [on behalf of the Trustee] asked the name of the individual who hired you because of my concern that Mr. Baron is simply using some entity as a subterfuge to exercise control over Novapoint [sic] and Quantec. I understand that you may have a retainer agreement with an entity, but I need to know the name of the officer, member, manager or other human being that acted on behalf of that entity. Also, now that I know a brand new entity has come on the scene, I need to know when and under whose laws the entity was formed, and what kind of contract or other arrangement it has that gives it the power to act as something like a board of directors, and what individual signed that contract or entered into that arrangement on behalf of Quantec and Novapoint [sic].

[Appx. 26.] Mr. Schepps refused to disclose the name of the individual (or any of the other information), and instead, called the Trustee's request “quibbling” and an act “of desperation”:

I [Gary Schepps] am getting the distinct impression that you are attempting to use a series of groundless allegations against Mr. Baron as subterfuge for unlawful actions that your firm has been involved in, with respect to Mr. Baron. While I honored your request for clarification as to whom retained us [sic] [Gary Schepps] to represent the SouthPac LLC entities, your latest quibbling over the word “individual” makes clear your real intentions. Your approach is clearly one of desperation.

[Appx. 28.]

B. The Receiver suspects that Mr. Baron is behind this new entity.

Prior to January 20, 2011, the Receiver never heard of CDM Services, LLC. Neither had the Trustee. The Receiver wonders when this entity actually came into existence (perhaps since the Court ordered that the Receiver manager the LLCs?). The Receiver wonders whether Mr. Baron is the individual who actually retained Mr. Schepps to represent the LLCs. If this were the case, Mr. Baron would take control the approximately 200,000 domain names that appear to be the primary Receiver Assets. And in turn, Mr. Baron could halt the Receiver’s efforts to resolve claims from attorneys who contend that the LLCs failed to pay them for their services

C. The Receiver moves for Mr. Schepps to show authority.

Counsel’s authority to represent a party can be challenged “by a motion that he be required to show it.” *Alamo v. Del Rosario*, 98 F.2d 328, 329 (D.C. Cir. 1938). A court has the discretion to “require him to do so at any stage of a case.” *Id.*; *see also Chunes v. Duluth, W. & P. RY. Co.*, 298 F. 964, 976 (D. Minn. 1924) (dismissing actions where court was “unable to find that either firm had any authority to institute any of the actions”).

The Receiver understands that Messrs. Cox and Jackson originally obtained authority to represent the LLCs through the LLCs’ Manager, Jeffrey Harbin. From interviewing Messrs. Cox and Jackson since Mr. Schepps’ filing of the Appeal, the Receiver understands that none of Messrs. Cox, Jackson, or Harbin authorized either Mr. Schepps to appear on behalf of the LLCs

or Mr. Schepps to file the Appeal. The Receiver suspects that none of Messrs. Cox, Jackson, or Harbin authorized Mr. Schepps to file the next five “joint” pleadings purportedly on behalf of Mr. Baron and the LLCs either. Something is clearly amiss here.

The Court should require Mr. Schepps to disclose (1) the name of the individual who hired Mr. Schepps to represent the LLCs, and that individual’s title at CDM Services, LLC, (2) when and under whose laws CDM Services, LLC was formed, (3) a description of the kind of contract or other arrangement which gives CDM Services, LLC the power to retain counsel on behalf of the LLCs (the “Authority Contract”), (4) the name of the individual who signed the Authority Contract on behalf of Quantec, LLC, and that individual’s title at Quantec, LLC (5) the name of the individual who signed the Authority Contract on behalf of Novo Point, LLC, and that individual’s title at Novo Point, LLC (6) the name of the individual who signed the Authority Contract on behalf of CDM Services, LLC, and that individual’s title at CDM Services, LLC, and (7) the date of the Authority Contract (collectively, “Show Authority Order”).

D. Conclusion.

The Receiver requests that the Court issue a Show Authority Order. The Receiver also seeks all other remedies to which he is entitled at law or equity.

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

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ATTORNEYS FOR THE RECEIVER,
PETER S. VOGEL

CERTIFICATE OF CONFERENCE

The undersigned certifies that on January 20, 2011, counsel for the Receiver attempted upon the filing of the Receiver's first motion to show authority to confer via e-mail with regard to the foregoing motion with all counsel of record in this matter. Counsel either did not respond to the attempt to confer or stated they were unopposed to the motion.

/s/ Peter L. Loh

Peter L. Loh

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 25, 2011.

/s/ Peter L. Loh

Peter L. Loh

10:03

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For Movant Jeffrey Baron:

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10:03

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For Daniel Sherman, Chapter 11 Trustee:

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10:03

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Reported by Cassidi L. Casey
United States District Court Reporter
1100 Commerce Street, 14th Floor
Dallas, Texas 75242
Phone: 214-354-3139
Email: Cassidi45@aol.com

15:07 1 Harbin, of these two entities is to report to the receiver
2 and his duties and obligations and so forth and so on. So
3 it lays all of that out and puts it to rest.

4 MR. COX: Your Honor, in the interest of this
5 brevity in this order, I would like to inform the Court
6 that it's our intent to work with the receiver to develop
7 outside of this agreement more specific management duties
8 and things of that nature. We didn't want to put those in
9 the order simply for brevity's sake, but that's something
10 we're going to be working out on a going forward basis.

11 THE COURT: Good, I am proud of you guys. We
12 moved the ball forward. That's good. That's excellent.

13 Now, there was a request by Mr. Ferguson just a
14 few minutes ago that we be very clear about who's
15 15:08 15 representing you. So for purposes of my case and the
16 purposes of the receiver, the receiver is to understand
17 that Mr. Schepps and Mr. Barrett represent Mr. Baron. And
18 so for the next thirty days there is no one checking with
19 the receiver's counsel involving issues with Mr. Baron,
20 except Mr. Schepps and Mr. Barrett

21 MR. BARRETT: Understood, your Honor.

22 MR. SCHEPPS: Yes, sir.

23 THE COURT: So that's clarified. As far as
24 Quantec and Novo Point are concerned, Mr. Cox and
25 Mr. Jackson, you are the representative of those

15:09 1 companies, and so the receiver will assume that you are
2 going to be representing them and them alone and any
3 communications you have relate to them, not to any other
4 party.

5 MR. JACKSON: Correct.

6 MR. COX: Yes, your Honor.

7 MR. LOH: For the time being. In the sense that
8 we have already discussed what their possible role may be
9 going forward, but we can't make any promises to that
10 effect right now.

11 THE COURT: Well, my goal is in thirty days we
12 have a lot of this straightened away. But this has been
13 helpful that this agreement has been reached.

14 MR. LOH: One more thing on housekeeping. With
15:09 15 regard to the order -- we did this over lunch -- there are
16 a couple of typos that we corrected, and counsel for the
17 parties merely corrected in the order and initialed. So
18 those are the extraneous markings that you may see in a
19 few different places. We apologize for any inconvenience,
20 but this was a rush job to a certain extent.

21 THE COURT: I'm impressed you got that far.

22 MR. JACKSON: Your Honor, in that regard, if I
23 may for the record. We were under time restraints, and we
24 got it done. That's the important thing. But there is a
25 memorandum of understanding as to how this is going

C E R T I F I C A T I O N

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3 I, Cassidi L. Casey, certify that during the
4 proceedings of the foregoing-styled and -numbered cause, I
5 was the official reporter and took in stenotypy such
6 proceedings and have transcribed the same as shown by the
7 above and foregoing Pages 1 through 85 and that said
8 transcript is true and correct.

9
10 I further certify that the transcript fees and format
11 comply with those prescribed by the court and the Judicial
12 Conference of the United States.

13
14
15 s/Cassidi L. Casey

16 _____
17 CASSIDI L. CASEY
18 UNITED STATES DISTRICT REPORTER
19 NORTHERN DISTRICT OF TEXAS
20 DALLAS DIVISION
21 CSR NUMBER 1703
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23
24
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10:28 1 couple of hours. I don't know how long it's going to be
2 before we actually get a court order and have access to
3 money to pay debts that are coming due.

4 THE COURT: Well, first of all, one thing I know
5 we have a problem with, I understand your emergency that
6 there are domain names -- Was it you, Mr. Cox?

7 MR. COX: Yes, sir.

8 THE COURT: You need to get rid of the domain
9 names.

10 MR. COX: That's the position of our client.

11 THE COURT: Again, Mr. Vogel is a very
12 knowledgeable guy about this stuff, and it seems to me you
13 can sit down and figure out how to get that done.

14 MR. GOLDEN: There is a problem there, too. We
10:29 15 have the Quantec lawyers saying this is how it should be
16 done, and then we've got the Baron lawyers saying it
17 should be done the exact opposite way.

18 Let me finish, please.

19 And the receiver is understanding that Mr. Baron
20 is controlling both paths and is claiming gross misconduct
21 if we take either path.

22 THE COURT: My view is -- I have Mr. Cox and
23 Mr. Jackson here saying Mr. Baron has nothing to do with
24 the operation or conduct of Novo Point and Quantec. So I
25 can solve that problem. I will say these are the people

10:30 1 you negotiate with. These are the people that have say
2 so. Mr. Baron has no say so. Mr. Baron -- You know, I am
3 going to tell -- I am going to deal with Mr. Baron. If I
4 need to, I will put an injunction on Mr. Baron, and that
5 injunction will go to his agents, his lawyers, and you
6 know, it's an order of the Court enforceable by contempt.
7 So if Mr. Baron continues to think that he can interfere
8 with Mr. Jackson and Mr. Cox in their representation, that
9 will not be allowed.

10 MR. GOLDEN: I have a proposed order that I can
11 share with Mr. Jackson and Mr. Cox, and I think they will
12 be on board. So I think all we need probably is fifteen
13 minutes in the hall on domain names to reach closure on
14 that.

10:30 15 THE COURT: I'll give you that time in a minute.
16 Okay. I'm separating Mr. Baron. Because I do not
17 understand that Mr. Baron is giving instructions to
18 Mr. Cox or Mr. Jackson. I understand they are working
19 separately, and so as far as I'm concerned, if Mr. Baron
20 is the beneficiary of the trust, if he has a problem he
21 goes to the trust. He doesn't have standing to represent
22 the trust or represent these companies. If he has a
23 problem, he goes to the trust, and the trust works them
24 out. I will say with this receiver I'm still willing to
25 consider, you know, using funds that the receiver is able

As specific examples of the Further Clarification (although these are merely examples, and not to be construed as limitations of the Further Clarification), the Court ORDERS that the following shall occur:

1. Jeff Harbin shall meet with counsel for the Receiver at an agreed upon time within one week of the date of this Order, at BBVA Compass Bank, 2301 Cedar Springs Road, Dallas, Texas 75201. Once at the bank, Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary, including documents to effectuate the process for the Receiver and his counsel to obtain joint access to the Receiver Assets, including, without limitation, joint access to the following accounts: checking account #XXXXXX1315 at BBVA Compass, in the name of Novo Point, LLC; checking account #XXXXXX1323 at BBVA Compass, in the name of Quantec, LLC; ~~checking account #XXXXXX4043 at BBVA Compass, in the name of Quasar Services, LLC; and checking account #XXXXXX4027 at BBVA~~ pe
6 ~~Compass.~~ Jeff Harbin shall not withdraw funds, issue checks, make other payments or enter ~~or~~ into or execute any contracts (written or oral) or in any way obligate Novo Point, LLC and/or Quantec, LLC in any other way, above the amount of \$3,000.00 (THREE THOUSAND DOLLARS) without the express written or e-mail authorization by the Receiver or his counsel, and the account shall be set up with the bank with those same restrictions (*i.e.*, permitting the Receiver or his counsel to withdraw funds, issues checks, or make payments above \$3,000 without Mr. Harbin's signature, but not permitting Mr. Harbin to withdraw funds, issue checks, or make payments above \$3,000 without the Receiver's or the Receiver's Counsel's signature). On or before the tenth day of each month, Mr. Harbin shall provide the Receiver and his counsel with a full and complete written accounting for the previous month of all of the accounts

identified in this paragraph, including, all transactions (regardless of whether the transactions involved more or less than \$3,000) and including among other things, (a) an accounting of all withdrawals from any and all of these accounts, (b) checks issued from any and all of these accounts, (c) payments made to any and all of these accounts, (d) deposits into any and all of these accounts, (e) contracts (written or oral) entered into on behalf of Quantec, LLC or Novo Point, LLC, and (f) any other obligations entered into on behalf of Quantec, LLC or Novo Point, LLC.

2. Jeff Harbin shall report to the Receiver and his counsel all communications with Jeff Baron within 48 hours after such communications occur.

pl 3. Jeff Harbin shall provide to the Receiver and his counsel all written and e-mail *o* communications occurring since the date of this Order to or from (a) Jeff Baron, (b) Gary Schepps, (c) any other attorney representing Jeff Baron, (d) any other individual purporting to represent or act on behalf of Jeff Baron, (e) Mike Robertson, or (f) any other employee, representative, contractor, or agent of Fabulous.com or any other registrar.

pl 4. The Receiver shall have the right to terminate Jeff Harbin immediately (meaning at *o* any time and without prior notice) if the Receiver reasonably believes that Jeff Harbin is not acting in the best interests of Quantec, LLC or Novo Point, LLC, or if the Receiver reasonably believes that Jeff Harbin is not complying with this Order or is working in conjunction with Jeff Baron to obstruct the Receiver from complying with the Receiver Order dated November 24, 2010.

5. Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining sole access to all other *domestic* accounts comprising the Receiver Assets, including, without limitation: Roth Conversion IRA account #XXXXXXXXXX0491 at Dreyfus Investments, in the name of the Bank of New York Mellon Cust f/b/o Jeffrey D. Baron; IRA account #U647003 at Delaware Charter Guarantee & Trust d/b/a Principal Trust Company, in the name of Jeff Baron; Roth IRA account #XXX55 at Sterling Trust Company, in the name of Jeff Baron; money market account #XXXX9290 at Las Colinas Federal Credit Union, in the name of Jeff D. Baron; Roth IRA account #XX471 at Equity Trust Company, in the name of Jeffrey Baron; account #XXX-XXX236 with TD Ameritrade, in the name of Jeffrey Baron; money market account #XX-XXXXX0893 at American Century Investments, in the name of Jeffrey D. Baron; checking account #XXXXXX9614 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXXXX5908 at Capital One Bank, in the name of Jeffrey D. Baron; savings account #XXXXXX0961 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXX-XXXXXX7102 at Dreyfus Investments, in the name of Jeffrey D. Baron; money market account #XXX-XXXXXX1818 at Evergreen Investments, in the name of Jeffrey D. Baron; checking account #XXXXXX5728 at Hibernia National Bank, in the name of Jeffrey D. Baron; international stock index fund account #XXXX-XXXXXXXX7792 at The Vanguard Group, in the name of Jeffrey D. Baron; checking account #XXXXXXXX1261 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXX1063 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXX1064 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXX1065

at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXX2223 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXX7831 at Woodforest National Bank, in the name of Jeffrey D. Baron; commercial checking account #XXXXXXX1811 at NetBank, in the name of Compana LLC; checking account #XXXXXXX3093 at Bank of America, in the name of Diamond Key, LLC; Roth IRA account #XXX-XX1396 at Mid-Ohio Securities Corporation, in the name of Equity Trust Co. Cust IRA of Jeffrey Baron; checking account #XXXXXXX8930 at Bank of America, in the name of Manassas, LLC; checking account #XXXX7068 at Park Cities Bank, in the name of Manassas, LLC; checking account #XXXX1121 at Park Cities Bank, in the name of Novo Point, LLC; account #XXXX3100 at Las Colinas Federal Credit Union, in the name of Ondova Limited Company; and checking account #XXXX1618 at Park Cities Bank, in the name of Quantec, LLC (collectively, the "Baron Domestic Accounts"). For example, but not to be taken as a limitation, Jeff Harbin shall execute immediately upon their presentation letters drafted by the Receiver to each of the aforementioned financial institutions maintaining the Baron Domestic Accounts instructing them immediately to direct any and all funds in Baron Domestic Accounts to the one or more of the accounts identified in paragraph 1 of this Order.

6. Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining sole access to all *non-domestic* accounts comprising the Receiver Assets, including, without limitation, all accounts located in the Cook Islands that are owned, controlled or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to any Receivership Party or any other corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or

controlled by, or under common control with, any Receivership Party, including, without limitation, Southpac Trust Limited, The Village Trust, Quantec, LLC, Iguana Consulting, LLC, Novo Point, LLC, Iguana Consulting, Inc., and Quantec, Inc. ("Cook Island Accounts"). For example, but not to be taken as a limitation, Jeff Harbin shall execute immediately upon their presentation letters drafted by the Receiver to Brian Mason and Tine Faasili Ponia^a at Southpac Trust Limited and Adrian Taylor at Asiaticititrust with instructions relating to any and all Cook Island Accounts managed, controlled by, held by, subject to access by Southpac Trust Limited ("Southpac Trust Limited Accounts"), including a copy of this Order and instructions from Mr. Harbin that Brian Mason, Tine Faasili Ponia, or anyone working for or with either of them including Adrian Taylor at Asiaticititrust shall (a) not withdraw any amounts from the Southpac Trust Limited Accounts, (b) not transfer any amounts from those Southpac Trust Limited Accounts, (c) not close the Southpac Trust Limited Accounts, and (d) to take all actions necessary to allow the Receiver and his counsel to gain sole access to and withdraw funds from the Southpac Trust Limited Accounts and direct said funds to one or more of the accounts identified in paragraph 1 of this Order. Nothing in this Order shall be construed either as evidencing or not evidencing that Jeff Harbin, Novo Point, LLC and/or Quantec, LLC are or are not in control of any of the trusts (*i.e.*, the Court is not issuing a ruling at this time as to whether Jeff Harbin, Novo Point, LLC, or Quantec LLC control any of the trusts). Likewise Mr. Harbin's, Novo Point, LLC's and/or Quantec LLC's^x compliance with this Order and/or the Receiver's instructions shall not be construed either as evidencing or not evidencing that any of Jeff Harbin, Novo Point, LLC and/or Quantec, LLC are or are not in control of any of the trusts.

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7. Jeff Harbin shall immediately execute whatever documents the Receiver or his counsel deem(s) necessary to divert funds to be transferred *by* certain revenue sources (including, but not limited to Netsphere, Hitfarm, Namedrive, Firstlook, Parked, DDC.com, Domainsponsor.com, SEDO, and Trellian / Above) (“Revenue Sources”), *from* whatever accounts the Revenue Sources were currently sending funds *to* one or more of the accounts identified in paragraph 1 of this Order. Further, but not to be taken as a limitation, Jeff Harbin shall immediately upon their presentation execute letters drafted by the Receiver to any internet domain name monetizers instructing the same to direct all funds immediately to one or more of the accounts identified in paragraph 1 of this Order. Mr. Harbin shall not divert or cause to be diverted any funds *by* the Revenue Sources *from* any of the accounts identified in paragraph 1 of this Order *to* any other accounts without prior written or e-mail authorization from the Receiver or his counsel.

8. Without prior written or e-mail authorization of the Receiver or his counsel, Jeff Harbin shall not attempt to retain or terminate any of the Receiver’s Professionals, or any employees, contractors, or other service providers of Quantec, LLC or Novo Point, LLC, including, without limitation, hire or fire attorneys, CPAs, consultants, or the like. pe ✓

9. By 9:00 a.m. on December 28, 2010, Thomas Jackson and Joshua Cox shall both file a sworn statement to the Court setting forth the following information and copies of written documents sufficient to evidence these materials for legal services:

- a. Whom do you purport to represent.
- b. When did you commence that representation?
- c. What is the name of the individual who retained you to represent that party(ies)?
- d. Whether you have been paid a retainer, the amount of the retainer, and the account from which the retainer payment was drawn.

10. By 9:00 a.m. on December 28, 2010, Thomas Jackson, Joshua Cox, James Eckels, and Jeff Harbin, and shall each file a sworn statement to the Court setting forth the following information and copies of written documents sufficient to evidence these materials for legal


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service:
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- a. The amounts you have received from any Receivership Parties since the date of the Receiver Order ("Post Receiver Order Payments").
- b. Who provided you with the Post Receiver Order Payments.
- c. The account from which the Post Receiver Order Payments was drawn.

If any of these ORDERS are not strictly followed, the Court ORDERS that the Receiver file a SHOW CAUSE MOTION FOR CONTEMPT.

SO ORDERED.

DATED: 12/17/2010


U.S. District Judge Royal Ferguson

The Court disagrees with Mr. Baron. There is a legitimate and lawful basis to liquidate the domain names. Specifically, among the more than 200,000 domain names, there exist thousands of domain names whose costs of upkeep and maintenance for the past year (including, for example but without limitation, annual registrar-renewal fees) exceed the revenue those domain names generated for the same past year (the "Money Losing Domain Names").

The Court hereby Orders that the Receiver identify the Money Losing Domain Names and instruct the registrar not to renew them.

SO ORDERED.

DATED: 12/17/2010



U.S. District Judge Royal Ferguson

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

NETSPHERE, INC.,)	
MANILA INDUSTRIES, INC., and)	
MUNISH KRISHAN,)	
Plaintiffs,)	
)	
vs.)	Civil Action No. 3-09CV0988-F
)	
JEFFREY BARON, and)	
ONDOVA LIMITED COMPANY,)	
Defendants.)	

**NOTICE OF APPEAL TO THE
UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

Notice is hereby given that Novo Point, LLC and Quantec, LLC, non-parties affected by orders in Civil Action No. 3-09CV0988-F, hereby appeal to the United States Court of Appeals for the Fifth Circuit from the District Court's injunction and Order [Docket #176 entered December 17, 2010] "Granting the Receiver's Motion to Clarify the Receiver Order with Respect to Novo Point, LLC and Quantec, LLC", and from the District Court's Order [Docket #177 entered December 17, 2010] "Requiring Non-Renewal of Money-Losing Domain Names".

This appeal is taken pursuant to 28 U.S.C. §1292(a).

The parties to the orders appealed from and the names, addresses, and telephone numbers of their respective attorneys are as follows:

Appellants: Novo Point, LLC and Quantec, LLC

Represented on Appeal by:

Gary N. Schepps
Drawer 670804
Dallas, Texas 75367
Telephone (214) 210-5940
Facsimile (214) 347-4031
legal@schepps.net

Appellee: Defendant ONDOVA LIMITED COMPANY
c/o DANIEL J. SHERMAN, Trustee

Represented by: Raymond J. Urbanik
Munsch, Hardt, Koph & Harr, PC
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
Telephone (214) 855-7500
Facsimile (214) 855-7584
rurbanik@munsch.com

Appellee: Peter S. Vogel, receiver

Represented by: Barry M. Golden
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
Telephone (214) 999 3000
Facsimile (214) 999 4667
bgolden@gardere.com

Dated: January 18, 2011.

Respectfully submitted,

/s/ Gary N. Schepps
Gary N. Schepps
State Bar No. 00791608
Drawer 670804
Dallas, Texas 75367
Telephone (214) 210-5940
Facsimile (214) 347-4031
legal@schepps.net

**APPELLATE COUNSEL
FOR NOVO POINT, LLC and
QUANTEC, LLC**

CERTIFICATE OF SERVICE

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

Raymond J. Urbanik
Munsch, Hardt, Koph & Harr, PC
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
rurbanik@munsch.com

Barry M. Golden
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
bgolden@gardere.com

/s/ Gary N. Schepps
Gary N. Schepps

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670604
DALLAS, TEXAS 75367

TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 20, 2011

Mr. Richard M. Hunt **VIA FAX TO 214-855-7584**
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Dear Mr. Hunt:

It would substantially reduce unnecessary legal fees if you would agree to vacate the receivership order as to the LLC entities.

If you have legal grounds to support a position that the receivership is lawful as to the LLC entities, please send over whatever case law you have.

Very truly yours,


Gary N. Schepps

January 20, 2011

Via Facsimile (214) 347-4031

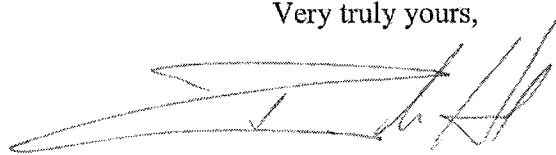
Mr. Gary Schepps
5400 LBJ Freeway, Suite 1200
Dallas, TX 75240

Re: Case No. 3:09-CV-00988-F; *Netsphere, Inc., et al v. Jeffrey Baron, et al*

Dear Mr. Schepps:

At present I do not believe you have any authority to represent the LLC's because you were not hired by their manager. If you are willing to tell me the name of the individual who hired you and explain why that individual had authority to hire you on behalf of the LLCs we might have a basis for further discussion; otherwise I'm afraid that visiting with you about these matters would just be a waste of Ondova's money.

Very truly yours,



Richard M. Hunt

RMH:adb

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670804
DALLAS, TEXAS 75367TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 20, 2011

Mr. Richard M. Hunt **VIA FAX TO 214-855-7584**
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Richard,

NovoPoint, LLC and Quantec, LLC are Cook Islands companies owned by SouthPac Trust. You are well aware of this as this legal arrangement was approved by the bankruptcy court.

CDM Services, LLC is the entity which has been legally entrusted with oversight authority for NovoPoint and Quantec, roughly equivalent a corporate board of directors here. We were retained to represent NovoPoint and Quantec with respect to the appeal of the receivership by CDMS.

The law regarding SouthPac's LLC companies is clear. SouthPac is not a party and was not served with process. Accordingly, personal jurisdiction is lacking to include SouthPac's companies in the receivership. Mr. Baron appealed the receivership order and divested the district court with jurisdiction to alter the order or the status quo with relationship to the order. Accordingly, subject matter jurisdiction is lacking to include the LLC companies in the receivership. Additionally no claims have been raised against the LLC companies in the pleadings, and again, the district court therefore lacks subject matter jurisdiction to appoint a receiver over them. The motion for receivership did not name the LLC companies, no grounds for including the companies were included in the motion, and the district court made no factual or legal findings to support their inclusion. Accordingly, due process, and legal grounds are lacking for the LLC companies' inclusion within the receivership.

Richard M. Hunt
January 20, 2011
Page 2

From the perspective of CDMS, in light of the concerns raised in your receivership motion, they are willing to agree not to directly or indirectly disburse any money to Mr. Baron or anyone on his behalf, pending resolution of the receivership as to him. In other words, the LLC companies are willing to agree not be used in any way as a funding source for Mr. Baron for any purposes—if they are released safe and sound from the receivership now, with an agreement they will be left alone and the agreement that Mr. Sherman signed with them be honored.

Very truly yours,



Gary N. Schepps

January 24, 2011

Via Facsimile (214) 347-4031

Mr. Gary Schepps
5400 LBJ Freeway, Suite 1200
Dallas, TX 75240

Re: Case No. 3:09-CV-00988-F; *Netsphere, Inc., et al v. Jeffrey Baron, et al*

Dear Mr. Schepps:

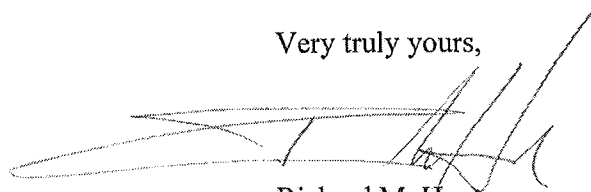
I'm writing in response to your second letter on January 20. I'm sure you understand that I asked the name of the *individual* who hired you because of my concern that Mr. Baron is simply using some entity as a subterfuge to exercise control over Novapoint and Quantec. I understand that you may have a retainer agreement with an entity, but I need to know the name of the officer, member, manager or other human being that acted on behalf of that entity. Also, now that I know a brand new entity has come on the scene, I need to know when and under whose laws the entity was formed, and what kind of contract or other arrangement it has that gives it the power to act as something like a board of directors, and what individual signed that contract or entered into that arrangement on behalf of Quantec and Novapoint.

While I appreciate your offer made by CDM Services on behalf of Novapoint and Quantec, right now I have no reason to believe CDM Services has authority to enter into such an agreement or is itself subject to the jurisdiction of the Court. You have already asserted that the owner of Novapoint and Quantec, Southpac Trust, is not subject to the Court's jurisdiction. An agreement made by an entity that cannot be reached by process is completely worthless because it cannot be enforced.

Until you provide the necessary specific information about the individual who hired you, or who acted on behalf of CDM Services in hiring you, as well as information about CDM Services itself and its authority to act, I will have to advise the Trustee that you are simply Mr. Baron's personal attorney and so there is no point in talking to you about the business of Novapoint and Quantec or their relationship to Ondova.

Mr. Gary Schepps
January 24, 2011
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard M. Hunt", written over a horizontal line. The signature is stylized with a long horizontal stroke and a vertical stroke extending upwards.

Richard M. Hunt

RMH:adb

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670804
DALLAS, TEXAS 75367

TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 24, 2011

Mr. Richard M. Hunt **VIA FAX TO 214-855-7584**
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Richard,

I am getting the distinct impression that you are attempting to use a series of groundless allegations against Mr. Baron as subterfuge for unlawful actions that your firm has been involved in, with respect to Mr. Baron.

While I honored your request for clarification as to whom retained us to represent the SouthPac LLC entities, your latest quibbling over the word "individual" makes clear your real intentions.

Your approach is clearly one of desperation.

Very truly yours,


Gary N. Schepps

1. Baron's Life Work Was In No Danger Of Being Lost

2. The Servers do not contain the only copy of Baron's "life work". The servers contain software which is property of the Ondova bankruptcy estate.

3. The Trustee has a copy of Ondova's software DVDs. Therefore, even if the Servers were to delete Baron's "life work" for any reason, Baron's "life work" would be in no danger of being lost forever.

4. Furthermore, the Trustee did not allow Ondova's assets, which Baron claims as his "life work," contained on the Servers to be put in any danger whatsoever. Sago Networks, who operates the Sago Networks Server, bills Ondova \$65.00 on a monthly basis for the use of the Sago Networks Server and Mr. Nelson pays that bill via PayPal when due each month. In accordance with this general practice, Sago Networks sent an invoice to Ondova, Attn: Mr. Nelson, on January 21, 2011² and Mr. Nelson paid that invoice via PayPal on the same day.³

5. CoreNetworks, who operates the CoreNetworks Servers, also bills Ondova on a monthly basis, \$79.95 for one of the CoreNetworks Servers and \$24.95 for the other CoreNetworks Server. However, unlike Sago Networks, CoreNetworks does not provide an invoice or any other correspondence to Ondova concerning the monthly amounts due. Instead, on the twelfth of each month, CoreNetworks automatically charges the amounts due to a credit card (the "Credit Card") that Ondova previously provided to CoreNetworks. The Credit Card is a pre-paid credit card that Ondova has used to pay the automatic monthly charges for the CoreNetworks Servers since before Ondova commenced its bankruptcy case.

² Attached hereto as "Exhibit A" and incorporated herein for all purposes is a true and correct copy of the invoice from Sago Networks dated January 21, 2011.

³ Attached hereto as "Exhibit B" and incorporated herein for all purposes is a true and correct copy of the PayPal receipt confirming that the January 21, 2011 invoice from Sago Networks was paid on January 21, 2011.

6. On January 12, 2011, CoreNetworks successfully charged the \$79.95 amount due to the Credit Card.⁴ However, because the Credit Card contained insufficient funds at the time to cover the \$29.95 amount due,⁵ that payment was not made on January 12, 2011. Due to such payment failure, CoreNetworks sent an e-mail to Baron (the "Notice E-Mail") notifying him of the payment failure and requesting payment. The Notice E-Mail was sent to Baron and not Mr. Nelson because Baron previously caused all such notices to be sent to him and he has been unwilling to change the recipient of those notices to Mr. Nelson or anyone else.

7. In the past, Baron would forward any Notice E-Mail to Mr. Nelson and Mr. Nelson would coordinate replenishing the Credit Card and promptly paying any past-due amounts. According to Mr. Nelson, the Notice E-Mail states payment can be received within forty-five days of the due date before CoreNetworks would take any action to terminate the use of the CoreNetworks Servers.

8. In this case, Mr. Baron conveniently neglected to forward the Notice E-Mail he received this month and, instead, filed the Emergency Motion. The Emergency Motion was filed without any discussion with the Trustee. Upon receipt of the Emergency Motion, the Trustee and the Receiver worked with Mr. Nelson to promptly replenish the Credit Card with enough money to make all necessary payments.

2. The Emergency Motion Was Unnecessary

9. Simply put, there was no need for the Emergency Motion. The assets Baron claims are property of the Bankruptcy Estate.

10. Furthermore, as set forth in the Certificate of Conference in the Emergency Motion, Mr. Schepps predictably called Trustee's counsel only a short time prior to filing the

⁴ Attached hereto as "Exhibit C" and incorporated herein for all purposes is a true and correct copy of the Account Billing Information for the CoreNetworks Servers as of January 21, 2011 at 10:08 a.m., which demonstrates that the \$79.95 payment was made on January 12, 2011.

⁵ After the \$79.95 payment was paid, the Credit Card had a remaining balance of \$8.21.

Emergency Motion. However, what the Certificate of Conference fails to state is that Mr. Schepps called and left a voicemail for the Trustee early the morning of January 21, 2011 and then filed the Emergency Motion shortly thereafter at 8:54 a.m. (CST), thereby giving the Trustee no time to respond to the Emergency Motion or address an easily-corrected and minor issue. The Emergency Motion was unnecessary.

11. The assets that are the subject of the motion are property of the Ondova Bankruptcy Estate. The Emergency Motion is yet another example of Mr. Baron's habit of filing reckless motions to delay, disrupt and increase expenses of litigation all in an effort to harass and intimidate other parties. The Trustee suggests that this Court consider somehow restricting the emergency motions filed by Baron in an effort to curtail this type of vexatious conduct.

12. For all of the reasons cited herein, the Trustee requests that this court deny the Emergency Motion and that this Court grant the Trustee such other relief as he is justly entitled.

Respectfully submitted this 27th day of January, 2011.

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Raymond J. Urbanik
Raymond J. Urbanik, Esq.
Texas Bar No. 20414050
Lee J. Pannier
State Bar No. 24066705
3800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584
rurbanik@munsch.com
droossien@munsch.com
rhunt@munsch.com

ATTORNEYS FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE FOR ONDOVA

CERTIFICATE OF SERVICE

I hereby certify that, on January 27, 2011, a true and correct copy of the foregoing document was sent to all counsel appearing of record through this Court's ECF system.

/s/ Raymond J. Urbanik
Raymond J. Urbanik



Sago Networks
 4465 W. Gandy Blvd
 STE 800
 Tampa, Fl. 33611
 USA
 866.366.3640

Invoice Date: 01/21/11
Invoice Due Date: 01/21/11
Invoice Number: 2287-1611659

Invoice

Bill To: Ondova Limited Company
 Attn: Damon Nelson
 400 North St. Paul Street, Suite 1210
 Dallas, TX 75201
 US

Prior Balance	\$	0.00
Payments	\$	(0.00)
Unpaid Balance	\$	0.00
Current Charges	\$	65.00
Taxes	\$	0.00
Account Credits	\$	(0.00)
Total Current Charges	\$	65.00
Account Balance: as of 01/21/11	\$	65.00

Notes: Invoice due upon receipt.

When this invoice was generated on 01/21/11 all attempts to automatically pay the invoice were **Declined**. They will be retried at a later time.

If there are any problems or concerns please contact support@sagonet.com

Current Charges

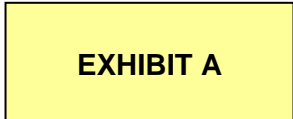
ID#	Service Items	Date Range	Unit Price	Quantity	Discount	Total Due
1619	Bargain Celeron Dedicated Server (bds1) base price (\$ 65.00 / Month) 80GB (Included) (+\$ 0.00 / Month) No Secondary Drive (+\$ 0.00 / Month) 1GB (+\$ 0.00 / Month) CentOS 4.x Linux (+\$ 0.00 / Month) No Control Panel (+\$ 0.00 / Month) 500GB (Included) (+\$ 0.00 / Month) 10Mbps (Included) (+\$ 0.00 / Month) No Managed Services (+\$ 0.00 / Month)	01/21/11 - 02/21/11	\$ 65.00	1		\$ 65.00
Current Charges:						\$ 65.00

Taxes

ID#	Tax Description	Total Due
Taxes:		\$ 0.00

Account Credits

ID#	Credit Description	Total Credit
Account Credits:		\$ (0.00)



Total Current Charges:	\$ 65.00
-------------------------------	-----------------

Aging Invoice Balance

Current	1-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days
\$ 65.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Detailed Invoice Items

ID#: 1619 - Bargain Celeron Dedicated Server (bds1)

Invalid billing method



Damon Nelson <ondovalimited@gmail.com>

Receipt for Your Payment to American Infoage

1 message

service@paypal.com <service@paypal.com>
To: Ondova Limited Company <ondovalimited@gmail.com>

Fri, Jan 21, 2011 at 9:57 AM

Jan 21, 2011 07:57:14 PST
Transaction ID: 41B29438070719736

Hello Ondova Limited Company,

You sent a payment of \$65.00 USD to American Infoage (billing@americaninfoage.com)

It may take a few moments for this transaction to appear in your account.

Merchant		Instructions to merchant	
American Infoage billing@americaninfoage.com		You haven't entered any instructions.	
Description	Unit price	Qty	Amount
Invoice #1611659 Item# 1611659	\$65.00 USD	1	\$65.00 USD
			Subtotal
			Total
			\$65.00 USD
			Payment
			\$65.00 USD
Payment sent to billing@americaninfoage.com			
Invoice ID: 1611659			

Issues with this transaction?

You have 45 days from the date of the transaction to open a dispute in the Resolution Center.

Questions? Go to the Help Center at: www.paypal.com/help.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click **Help** in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, log in to your PayPal account and go to your Profile to update your settings.

PayPal Email ID PP120

EXHIBIT B

Summary	Bandwidth	Power	Network	Support	Billing
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Account Billing Information

Most recent invoices associated with your account:

ServerID	Bill Method	Amount	Payment Date	Status
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Jan 2011	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Dec 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Dec 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	19 Nov 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Nov 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Oct 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Oct 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	17 Sep 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Sep 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Aug 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Aug 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	27 Jul 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Jul 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Jun 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Jun 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	26 May 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	26 May 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	12 Apr 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	12 Apr 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	14 Mar 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	14 Mar 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	08 Mar 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	14 Feb 2010	Charge Successful
DS.B06C26.S48LE	Visa [0290]	\$24.95	15 Jan 2010	Charge Successful
DS.B04430.S02UR	Visa [0290]	\$79.95	15 Jan 2010	Charge Successful
DS.B06C26.S48LE	Visa [5103]	\$24.95	14 Dec 2009	Charge Successful
DS.B04430.S02UR	Visa [5103]	\$79.95	14 Dec 2009	Charge Successful
DS.B04430.S02UR	Visa [5103]	\$79.95	13 Nov 2009	Charge Successful
DS.B06C26.S48LE	Visa [5103]	\$24.95	13 Nov 2009	Charge Successful
DS.B06C26.S48LE	Visa [5103]	\$24.95	13 Oct 2009	Charge Successful
DS.B04430.S02UR	Visa [5103]	\$79.95	13 Oct 2009	Charge Successful
DS.B06C26.S48LE	Visa [5103]	\$24.95	14 Sep 2009	Charge Successful
DS.B04430.S02UR	Visa [5103]	\$79.95	14 Sep 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	13 Aug 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	13 Aug 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	13 Jul 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	13 Jul 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 Jun 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	12 Jun 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	12 May 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 May 2009	Charge Successful

EXHIBIT C

DS.B06C26.S48LE	Visa [0692]	\$24.95	13 Apr 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	13 Apr 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	18 Mar 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 Mar 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 Feb 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	13 Jan 2009	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 Jan 2009	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	15 Dec 2008	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	12 Dec 2008	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	13 Nov 2008	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	13 Nov 2008	Charge Successful
DS.B06C26.S48LE	Visa [0692]	\$24.95	15 Sep 2008	Charge Successful
DS.B04430.S02UR	Visa [0692]	\$79.95	15 Sep 2008	Charge Successful

Account Status**2 Dedicated Server(s)**

DS.B04430.S02UR
DS.B06C26.S48LE

Billing Method

Visa 0290
Visa 0290

Status

In Service
In Service

Update Account Info

Contact Information
Billing Information
Change Password

(logout)

But let's assume that Mr. Baron just recently developed a fear of banks. Here's where Mr. Baron actually gets hoisted by his own petard. Recall that the Receiver has only accessed a portion of Mr. Baron's funds—there is at least another \$2.5 million (out of the \$3.9 million) that the Receiver has identified but cannot access without Mr. Baron's cooperation. In that vein, the Receiver has offered Mr. Baron a deal: (1) if Mr. Baron were to cooperate and provide the Receiver with access to the remaining funds, all of which reside in private institutions, then (2) the Receiver would agree to move those funds into a U.S. Treasury account. Mr. Baron refused the deal. His purported fear of bank failures apparently does not trump his desire to obstruct the Receiver's access to the funds.

The remainder of Mr. Baron's pleading includes specious arguments and red herrings meant solely to toss additional hurdles in the Receiver's and the Court's path.

ARGUMENT AND AUTHORITIES

A. The Court need not order the deposit of funds into U.S. Treasury accounts.

Mr. Baron claims that the Receiver must maintain the Receivership Assets in a U.S. Treasury account. The law upon which Mr. Baron relies is 28 U.S.C. § 2041, which provides that “[a]ll monies paid into any court of the United States . . . in any case pending or adjudicated in such court, shall be forthwith deposited with the Treasurer of the United States.” This statute, however, does not apply to monies amassed by receivers—it applies to monies paid into the registry of the Court, itself. Indeed, the statute is actually found in the chapter of the U.S. Code dealing with (quoting) “Moneys Paid into Court.” (*Id.*)

So, what law does apply to receivers, and can receivers keep funds in private institutions? At least two federal district courts in the Fifth Circuit have issued relevant opinions, and both recognize a receiver's authority to deposit funds into financial institutions of his choosing—

private or not. See *Franchise Loan Trust 1998-1 v. S&A Fee Prop. Spe 2, LLC*, No. 4:08-cv-306, 2008 WL 4093620, at *3 (E.D. Tex. Aug. 26, 2008) (recognizing a receiver’s power to “take possession of all bank and other deposit accounts” and “open, transfer and change all bank and trade accounts . . . so that all such accounts are in the name of the Receiver”); *Commodity Futures Trading Comm’n v. Hudgins*, No. 6-08-CV-187, 2008 WL 3929576, at *4 (E.D. Tex. June 6, 2008) (granting receiver authority to “open one or more bank accounts as designated depositories for funds of the defendant”). Thus, the Receiver has no obligation to move the funds he accessed into a U.S. Treasury account, and his decision to open up accounts at a private bank is proper.

B. Mr. Baron’s purported fear of bank failures is disingenuous.

Mr. Baron’s purported fear of private-bank failures is apparently quite new. As the Receiver noted in his December Receiver Report, there are at least \$3.9 million in funds which belong to Baron and his entities. (Docket No. 230 at pp. 6-8.) These funds are (or were, prior to the Receivership) located in 32 accounts residing in 16 separate private institutions. Here they are:

Account Type	Private Institution Mr. Baron Used
1 Prime Money Market Account	American Century Investments
3 Checking Accounts	Bank of America
4 Checking Accounts	BBVA Compass Bank
1 Money Market 1 Savings Account 1 Checking Account	Capital One Bank
1 IRA Account	Delaware Charter Guarantee & Trust d/b/a Principal Trust Co.
1 IRA Account 1 Money Mark Account	Dreyfus Investments

Account Type	Private Institution Mr. Baron Used
1 IRA Account	Equity Trust Co.
Domain Registrant Account	Fabulous.com
1 Money Market Account 1 Unknown Account	Las Colinas Federal Credit Union
1 IRA Account	Mid-Ohio Securities Corp.
3 Checking Accounts	Park Cities Bank
1 IRA Account	Sterling Trust Co.
1 Cash Account 1 Stock Account	TD Ameritrade
1 Int'l Stock Index Fund Account	The Vanguard Group
At least 1 Trust Account	Village Trust
1 Checking Account 5 CD Accounts	Woodforest National Bank

Prior to the Receivership, Mr. Baron apparently had no fear of keeping this \$3.9 million spread throughout a variety of large and small banks and other private institutions (including some accounts containing amounts exponentially higher than the maximum insurable amount). Why hadn't Mr. Baron guarded against bank failure by keeping those funds in government bonds or Treasury bills?

The Receiver decided to test the sincerity of Mr. Baron's newfound fear of private banking institutions. Of the \$3.9 million in monetary assets, the Receiver has thus far accessed approximately \$1.4 million. Those, presumably, are the funds that Mr. Baron argues should be deposited in a U.S. Treasury account. That leaves \$2.5 million that the Receiver has not yet

accessed, and will continue not to access without Mr. Baron's cooperation (e.g., Mr. Baron signing letters to the institutions requesting that the Receiver be granted access). Before filing this brief, the Receiver made a proposal to Mr. Baron: (1) Mr. Baron cooperates and gives the Receiver access to the remaining approximate \$2.5 million (which currently resides in those purportedly risky private institutions), and (2) the Receiver will deposit that entire approximate \$2.5 million in a U.S. Treasury account. (Appx. 1-2.) Mr. Baron refused. His purported fear of private bank failures is not nearly as strong as his compulsion to obstruct the Receiver from accessing the funds in the first place.

C. Mr. Baron's other arguments are just silly.

1. The arguments about the Village Trust and Southpac are red herrings.

Mr. Baron's brief argues that the Village Trust and Southpac cannot be parties to the Receiver Order. In the context of a motion to confirm the Receiver's fund management, that's a strange *non-sequitur*.

The Receiver Order specifically lists the Village Trust as a Receivership Party. (Docket No. 124.) If Mr. Baron wants to challenge the Village Trust's inclusion in the Receiver Order, he can do so in a separate motion seeking its modification (as opposed to a response to a motion confirming the propriety of fund management). Furthermore, the Receiver filed a motion to clarify the Receiver Order, specifically asking whether Southpac is a Receivership Party. (Docket No. 180.) That motion is still pending before the Court. If Mr. Baron wants to challenge that request, he can certainly respond to that particular motion to clarify (again, as opposed to a response to a motion confirming the propriety of fund management).

Indeed, Mr. Baron seems to forget the purpose of the motion to which he is responding. The Receiver disbursed \$3,000 of monies originally directed to the Village Trust, for purposes of

paying for Mr. Baron's daily-living needs. (Docket No. 230 at p. 31.) Mr. Baron gladly cashed those checks and used the money. Now, the Receiver seeks permission to transfer monies from Baron personal accounts back into an account holding the balance of the monies originally directed to the Village Trust—merely for bookkeeping/transaction purposes. (Docket No. 199 at pp. 7-8.) The issue of whether the Village Trust or Southpac is a party to the Receivership Order simply bears no relevance.

2. The arguments about attorneys' fees are also red herrings.

The motion to which Mr. Baron is responding is not a fee application. Rather, the motion seeks reimbursement of the Receiver's own personal funds that he gave to Mr. Baron for food and medicine. Thus, Mr. Baron's arguments relating to fee applications are inapposite.

D. Mr. Baron's motion to strike is specious.

Mr. Baron has told the Court that the Receiver failed to attempt to confer with Mr. Schepps (Mr. Baron's counsel). This is not true. On January 3, 2011, counsel for the Receiver transmitted an e-mail to Mr. Schepps requesting a conference on this motion. (Appx. 3-4.) The Receiver then filed the motion that included a certificate of conference indicating the lack of response. (Docket No. 199 at p. 9.) Mr. Baron's motion to strike has absolutely no basis whatsoever.¹

¹ Here is some solid irony. On his motion to strike for failure to confer properly, Mr. Baron, himself, failed to confer properly. On January 24, 2011, after business hours at 6:31 p.m., Mr. Schepps e-mailed counsel for the Receiver requesting a conference on the motion to strike. (Appx. 5.) Before giving the Receiver a chance to respond (*i.e.*, during business hours), Mr. Schepps filed the motion at 10:45 p.m. that night. (Docket No. 245.)

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

GARDERE WYNNE SEWELL LLP

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ploh@gardere.com

**ATTORNEYS FOR THE
RECEIVER, PETER S. VOGEL**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 27, 2011.

/s/ Peter L. Loh

Peter L. Loh

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

NETSPHERE, INC.,
MANILA INDUSTRIES., INC., AND
MUNISH KRISHAN

PLAINTIFFS,

V.

JEFFREY BARON AND
ONDOVA LIMITED COMPANY,

DEFENDANTS.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 3:09-CV-0988-F

**APPENDIX IN SUPPORT OF THE RECEIVER'S REPLY
IN SUPPORT OF MOTION FOR ORDER CONFIRMING PROPRIETY
OF FUND MANAGEMENT AND RESPONSE TO MOTION TO STRIKE**

Respectfully submitted,

/s/ Barry M. Golden
Barry M. Golden
Texas State Bar No. 24002149
Peter L. Loh
Texas Bar Card No. 24036982
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bgolden@gardere.com
ploh@gardere.com

ATTORNEYS FOR THE RECEIVER,
PETER S. VOGEL

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 27, 2011.

/s/ Peter L. Loh
Peter L. Loh

LOH, PETER

From: LOH, PETER
Sent: Thursday, January 27, 2011 2:05 PM
To: 'legal@schepps.net'
Cc: VOGEL, PETER; GOLDEN, BARRY; LOH, PETER
Subject: Jeff Baron Receivership, Cause No. 3:09cv988, US District Court for ND Texas

Dear Gary:

We are in receipt of Mr. Baron's Joint Response and Motion to Strike the Receiver's Motion for Order Confirming Propriety of Fund Management. I am writing specifically about the maintenance of funds collected by the Receiver in U.S. Treasury accounts. As a threshold matter, the Receiver does not believe he is under any obligation to deposit funds he has already accessed into a U.S. Treasury account. However, with regard to funds the Receiver has not yet accessed (approximately \$2.5 million according to the Receiver's latest information), the Receiver is willing to deposit those funds into a U.S. Treasury account if Mr. Baron were to give the Receiver the necessary access.

Please let me know your position with regard to such a proposal at your earliest convenience. Thank you.

Peter L. Loh | Counsel for the Receiver
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
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214.999.3391 fax
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for the purpose of avoiding penalties that may be imposed on the taxpayer.

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LOH, PETER

From: LOH, PETER
Sent: Monday, January 03, 2011 4:28 PM
To: 'jmacpete@lockelord.com'; 'mhayward@fslhlaw.com'; 'ayee@velaw.com'; 'glyon.attorney@gmail.com'; 'pkeiffer@wgblawfirm.com'; 'kmoses@hswgb.com'; 'craig.c@westllp.com'; 'fperry@pandblaw.com'; 'caldous@aldouslaw.com'; 'mark@powerstaylor.com'; 'rwolf@jrlawfirm.com'; 'jrasansky@jrlawfirm.com'; 'legal@schepps.net'; 'j.cox.email@gmail.com'; 'RURbanik@Munsch.com'; 'Corky@syllp.com'; 'droossien@munsch.com'
Cc: GOLDEN, BARRY; VOGEL, PETER; BLAKLEY, JOHN DAVID; LOH, PETER
Subject: Netsphere Inc et al v. Baron et al; Receiver's Motion for Order Confirming Propriety of Fund Management

Counsel: The Receiver intends to file a motion this evening seeking an order confirming that his transmission to Mr. Baron of certain receivership assets for his personal living expenses to date was appropriate and that the Receiver has permission to reimburse those funds from Mr. Baron's personal finances. The motion will also seek court approval for the Receiver to reimburse himself for funds he has personally expended for Mr. Baron's living expenses and for the establishment of additional bank accounts for the receipt of Receivership Assets.

Please let me know your position with regard to such a motion.

Peter L. Loh | Counsel for the Receiver
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From: GOLDEN, BARRY
Sent: Tuesday, January 25, 2011 8:46 AM
To: 'Gary Schepps'
Subject: RE: Certificate of Conference

Gary,

You sent me this conference e-mail last night at 6:31 p.m. (after hours) and then filed your motion last night at 10:45 p.m. (still after hours). I only point that out because your conference e-mail was for a motion to strike for our alleged failure to hold a conference.

Ironic.

Barry

From: Gary Schepps [mailto:legal@schepps.net]
Sent: Monday, January 24, 2011 6:31 PM
To: GOLDEN, BARRY
Subject: Certificate of Conference

Mr. Golden,

Since you requested that I communicate with you in writing, please let me know if you oppose a motion to order the receiver to deposit all money received in a US Treasury account, and a motion to strike your MOTION for Order Confirming Propriety of Fund Management filed by Receiver because of an insufficient certificate of conference.

Yours truly,

Gary Schepps

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

NETSPHERE, INC.,	§	Civil Action No. 3-09CV0988-F
MANILA INDUSTRIES, INC., and	§	
MUNISH KRISHAN,	§	
Plaintiffs.	§	
	§	
v.	§	
	§	
JEFFREY BARON, and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants.	§	

**APPELLANTS' JOINT RESPONSE AND OBJECTION TO MOTION FOR
LEAVE TO FILE PLAINTIFFS' PROPOSED FINDINGS OF FACT
[DOC#207]**

TO THE HONORABLE ROYAL FURGESON, U.S. DISTRICT JUDGE:

COMES NOW, Appellant, defendant Jeffrey Baron and Appellants NovoPoint, LLC and Quantec, LLC and make this joint response and objection to Motion For Leave to File Plaintiffs' Proposed Findings of Fact [Doc#207].

1. The plaintiff's motion was filed without conference and without a certificate of conference as required by Local Rule 7.1. Accordingly the plaintiff's motion is not properly before the Court for consideration.

2. A negative inference is allowed in civil cases with respect to Fifth Amendment privilege, only where the refusal to testify occurs after there has been probative evidence offered against the witness invoking the privilege. *E.g.*, *Baxter*

v. Palmigiano, 425 U.S. 308, 318 (1976). In this hearing there was none, and accordingly, a negative inference is not supported.

3. The requested findings are not relevant to the motion to stay or vacate pursuant to Federal Rule of Appellate Procedure 8(a) and Mr. Baron had no notice that such findings would be sought. Since these issues are beyond the scope of the motion heard, Mr. Baron did not undertake to put on evidence to defend or rebut such findings. Mr. Baron specifically had objected to being ambushed at the hearing, and, the Court having seized his money, Mr. Baron did not have trial counsel to represent him on matters beyond the scope of the FRAP 8(a) motion. Mr. Baron has also previously objected to the lack of opportunity and means to conduct full discovery with respect to the relevant factual issues.

4. The motion to stay was made specifically so Mr. Baron would be allowed to retain qualified legal counsel to represent him in the trial court. Attempting to proceed to determine factual issues beyond the scope of a FRAP 8(a) motion, attempts to take advantage of the unconstitutional interference with Mr. Baron's ability to obtain trial counsel of his choice pending appeal.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps

State Bar No. 00791608

Drawer 670804

Dallas, Texas 75367

(214) 210-5940

(214) 347-4031 Facsimile

**APPELLATE COUNSEL FOR
JEFFREY BARON,
NOVOPOINT, LLC, AND
QUANTEC, LLC.**

CERTIFICATE OF SERVICE

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

/s/ Gary N. Schepps

Gary N. Schepps

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

NETSPHERE, INC.,	§	Civil Action No. 3-09CV0988-F
MANILA INDUSTRIES, INC., and	§	
MUNISH KRISHAN,	§	
Plaintiffs.	§	
	§	
v.	§	
	§	
JEFFREY BARON, and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants.	§	

REPLY TO [DOC 222] SHERMAN RESPONSE TO MOTION TO STRIKE

TO THE HONORABLE ROYAL FURGESON, U.S. DISTRICT COURT JUDGE:

COMES NOW, Jeffrey Baron, Appellant, and respectfully replies to Mr. Sherman’s response to [DOC 222], (Mr. Sherman’s Response to Mr. Baron’s motion to strike the bankruptcy court’s report and recommendation and to vacate the order adopting same).

I. LACK OF SUBJECT MATTER JURISDICTION CANNOT BE WAIVED

1. Subject matter jurisdiction is never waived. *Mansfield C. & L. M. R. Co. v. Swan*, 111 U. S. 379, 382 (1884). As Justice Harlan explained, “the presumption . . . is that the court below was without jurisdiction” unless “the contrary appears affirmatively from the record.” *King Bridge Co. v. Otoe County*, 120 U. S. 225, 226 (1887) (“[T]he rule, springing from the nature and limits of the judicial power

of the United States, is inflexible and without exception, which requires this court, of its own motion, to deny its own jurisdiction, and, in the exercise of its appellate power, that of all other courts of the United States, in all cases where such jurisdiction does not affirmatively appear in the record on which, in the exercise of that power, it is called to act.”). The facts supporting jurisdiction must appear affirmatively from the record. *Id.*

2. Other than a misplaced hope that the defect could be waived, Mr. Sherman has no response to the bankruptcy court’s lack of subject matter jurisdiction over the subject matter of the report.

II. BANKRUPTCY RULE 9033 APPLIES TO ALL NON-CORE PROCEEDINGS

3. Two courts cannot exercise concurrent jurisdiction over the same matter. Accordingly, the only way for the district court to act as a ‘supervisor’ of the bankruptcy court (to use this Court’s terminology), is either by withdrawing the reference (in which case the bankruptcy court is divested of jurisdiction) or by appellate review from the bankruptcy court, (in which case the requirements of Rule 9033 must apply).

III. YET ANOTHER ‘SUA SPONTE’ BYPASS SUGGESTED BY MR. SHERMAN

4. Mr. Sherman is now a serial offender in seeking to rely on purported “sua sponte” actions of the district court as a means to circumvent the law and rules of procedure.

5. The bankruptcy court's report was either a motion to withdraw its reference or it wasn't. If it wasn't, it was dressed up in a false wrapper, and Mr. Sherman's argument fails. If it was, the Federal and local rules were circumvented, and the report must be stricken.

6. The Bankruptcy Rules require that a motion to withdraw reference be made in the bankruptcy proceeding. The Bankruptcy Rules do not provide for the bankruptcy court to act in the absence of such motion. 28 U.S.C. 157(d) (“The district court may withdraw, in whole or in part, any case or proceeding referred under this section, on its own motion or on timely motion of any party, for cause shown.”)(emphasis). Even the case cited by Mr. Sherman, *In re Moody*, 64 B.R. 594 (Bankr. S.D. Tex. 1986) involves a motion. Notably, pursuant to the rules promulgated by Congress, either the district court or any party may make the motion. No provision allows the bankruptcy judge to do so. In any case, a motion is required, and there is a specific rule for the handling of the motion.

7. In the Northern District of Texas, withdrawal of reference is governed by local rule 5011-1. Local Rule 5011-1 ‘Withdrawal of Reference’ requires that “a)

Procedure. A motion to withdraw the reference of a case or a proceeding in a case **shall be directed to the district court, but shall be filed with the Bankruptcy Clerk. A status conference on the motion shall be held by the bankruptcy judge with notice to all parties involved** in a contested matter or adversary proceeding of which the reference is proposed to be withdrawn.” Moreover, the bankruptcy and local rules lay out the appropriate method for a bankruptcy court to communicate to a district court regarding the withdrawal of reference. Suffice to say the bankruptcy court’s report violates almost every requirement mandated by law. *See e.g., L.B.R. 5011-1.*

8. Bankruptcy Rule 5011 expressly requires that a motion for withdrawal of a case or proceeding shall be heard by a district judge. Accordingly, if the order adopting the bankruptcy court’s report was an order on withdrawal, a hearing was mandated. Having been issued without a hearing, the order of withdrawal should be vacated.

9. Similarly, Mr. Sherman offers no rule or authority to excuse the Court’s failure to allow 14 days to object to the report before adopting it, especially where no notice of a shorter period was provided prior to the report’s adoption.

10. Finally, no rule imposes a time limit for which to move to vacate or strike filings or orders in an active lawsuit. The matter is not moot because the adopted findings form a principal *asserted* grounds of the motion for receivership.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps

State Bar No. 00791608

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Dallas, Texas 75367

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(214) 347-4031 Facsimile

Legal@Schepps.net

**APPELLATE COUNSEL FOR
JEFFREY BARON**

CERTIFICATE OF SERVICE

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

/s/ Gary N. Schepps

Gary N. Schepps

Previously, the Receiver has reported on his progress in collecting funds to pay Attorney Claims (and has detailed such efforts in a variety of filings, including, among others, *The Receiver's Report of Work Performed in December 2010* [Docket No. 230].) That work is still ongoing.

The purpose of this notice is to report to the Court on the Receiver's recent efforts relating to the next step—collecting information relating to the Attorney Claims.

B. The Receiver identified attorneys who might have Attorney Claims.

Through investigation, document review, and interviews, the Receiver identified 38 attorneys who might maintain Attorney Claims (“Potential Claimants”).

C. The Receiver requested information from the attorneys who might have Attorney Claims.

On January 24, 2011, the Receiver transmitted a letter to each of the Potential Claimants for which the Receiver has contact information (“Potential Claimant Letter,” a copy of which is attached to the appendix contemporaneously filed herewith).¹ [Appx 1-5.] The Potential Claimant Letter provides that by February 1, 2011, each of the Potential Claimants must submit to the Receiver a sworn declaration: (1) attaching a copy of all engagements agreements relating to the Attorney Claim, (2) attaching a copy of all invoices relating to the Attorney Claim, and (3) containing a host of relevant information.²

¹ Of the 38 Potential Claimants, the Receiver currently has contact information for 28 of them. As to the remaining 10 Potential Claimants, once the Receiver obtains their contact information, the Receiver will send each of them a Potential Claimant Letter as well.

² Some of the information that the Receiver is requesting each of the Potential Claimants to provide in the declaration includes: (1) the clients that the attorney represented, (2) the time period of representation, (3) the unpaid fees, (4) the time expended for the attorney to perform the services, (5) the complexity of the attorney's services, (6) the skills that the attorney needed to perform the services, (7) the attorney's preclusion from taking other work due to the representation, (8) the reasonableness of the fees, (9) the time constraints imposed on the attorney relating to services, (10) the undesirability of representation, (11) that nature and length of professional relationship with the clients, and (12) the attorney's efficiency of services performed.

D. The Receiver will report on the information being collected on Attorney Claims.

In February, the Receiver will be submitting a document entitled *The Receiver's Report of Work Performed in January 2011*. In that report, the Receiver will summarize, among other things, the status of his results in collecting the aforementioned declarations.

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

GARDERE WYNNE SEWELL LLP

1601 Elm Street, Suite 3000

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bgolden@gardere.com

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**ATTORNEYS FOR THE
RECEIVER, PETER S. VOGEL**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 28, 2011.

/s/ Peter L. Loh

Peter L. Loh

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

NETSPHERE, INC.,
MANILA INDUSTRIES., INC., AND
MUNISH KRISHAN

PLAINTIFFS,

V.

JEFFREY BARON AND
ONDOVA LIMITED COMPANY,

DEFENDANTS.

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CIVIL ACTION NO. 3:09-CV-0988-F

**APPENDIX IN SUPPORT OF
NOTICE OF RECEIVER'S PROGRESS
TOWARDS RESOLVING ATTORNEY CLAIMS**

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

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ATTORNEYS FOR THE RECEIVER,
PETER S. VOGEL

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/s/ Peter L. Loh

Peter L. Loh

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Peter S. Vogel

Direct Phone: 214-999-4422

Direct Fax: 214-999-3422

Email: pvogel@gardere.com

January 24, 2011

Former Counsel for Jeffrey Baron
Or Baron-Controlled Entity

Via E-Mail

Re: *Netsphere, Inc., et al. v. Jeffrey Baron, et al.*; Civil Action No. 3:09-cv-0988, In the United States District Court for the Northern District of Texas, Dallas Division.

Dear Counsel:

You are receiving this letter because you might have (1) been engaged to represent a client named Jeffrey Baron and/or an entity controlled by Mr. Baron (identified below), and (2) claimed that Mr. Baron and/or one or more of his entities failed to pay you for certain legal services you rendered (the "Attorney Claims"). To the extent you believe you have an Attorney Claim, the purpose of this letter is to request your **sworn declaration** in substantially the same form as demonstrated below.

To provide you with some background, on November 24, 2010, Judge Royal Furgeson appointed me to be Receiver over Jeffrey Baron and any "Receivership Parties." The Receivership Parties include any entity under the direct or indirect control of Jeffrey Baron, whether by virtue of ownership, beneficial interest, a position as officer, director, power of attorney or any other authority or right to act and might include, among others:

Asiatrust Limited;
Belton Trust, a Texas Trust;
Blue Horizon Limited Liability Company;
Daystar Trust, a Text Trust
Diamond Key, LLC;
Domain Jamboree, LLC, a Wyoming Limited Liability Company;
Equity Trust Company IRA 19471;
HCB, LLC, a U.S. Virgin Islands limited liability company;
Iguana Consulting, Inc., a USVI Corporation;
Iguana Consulting, LLC;
Javelina, LLC, HCB, LLC, a Delaware limited liability company;
Manassas, LLC, a Texas Limited Liability Company;
Novo Point, Inc., a USVI Corporation;
Novo Point, LLC;
Novquant, LLC, a Delaware Limited Liability Company;
Quantec, Inc., a USVI Corporation;
Quantec, LLC;
Quasar Services, LLC;

GARDERE WYNNE SEWELL LLP

3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201-4761 ■ 214.999.3000 Phone ■ 214.999.4667 Fax

Austin ■ Dallas ■ Houston ■ Mexico City ■ Washington, DC

Appx. 1

Former Counsel for Jeffrey Baron
or Baron-Controlled Entity
January 24, 2011
Page 2

Realty Investment Management, LLC, a Delaware limited liability company;
Realty Investment Management, LLC, a U.S. Virgin Islands limited liability company;
Royal Gable 3129 Trust;
Shilo, LLC, a Delaware Limited Liability Company;
Simple Solutions, LLC;
Southpac Trust Limited;
Stowe Protectors, Ltd.;
Village Trust, a Cook Islands Trust; and
CDM Services, LLC..

As Receiver, I am writing to you to request you complete the form declaration below—and please note that your declaration ***must*** contain two separate exhibits—and return it to me no later than ***February 1, 2011***. I will use your declaration as a part of my investigation and determination as to resolving issues relating to your Attorney Claim.

The fact that you received this letter should not be taken as an indication that you will or will not be compensated for some or all of your Attorney Claim.

To the extent you provided legal services for which you have not been paid, and such legal services were provided to Ondova Limited Company, currently a Chapter 11 debtor in Bankruptcy Case No, 09-34784- SGJ - 11 (the "Ondova Bankruptcy Case"), and such services were performed prior to the bankruptcy filing date of July 27, 2009, your claim, if it was timely filed, shall be paid as a general unsecured claim in the Ondova Bankruptcy case and shall not be paid by the Receiver.

If you have any questions, please feel free to contact counsel for the Receiver, Peter Loh at 214.999.4391 or ploh@gardere.com.

Sincerely yours,



Peter S. Vogel
Receiver

PSV:pl

DECLARATION OF

[INSERT NAME OF INDIVIDUAL ASSERTING ATTORNEY CLAIM]

I, [INSERT NAME OF ATTORNEY ASSERTING ATTORNEY CLAIM], state and declare as follows:

1. I have personal knowledge of each of the facts stated in this Declaration, except for those facts stated on information and belief, and, as to those facts, I am informed and believe them to be true. If called as a witness, I would testify as to the matters set forth below based upon my personal knowledge, except where otherwise indicated. To the extent that I obtain additional information which requires further disclosure or modification of this Declaration, a supplemental declaration will be submitted to the Court.

2. I [IDENTIFY “AM” OR “WAS”] an attorney representing [IDENTIFY NAME OF CLIENT(S)—I.E., JEFF BARON, AND/OR ONE OR MORE OF THE RECEIVERSHIP PARTIES] (the “Client(s)”). During the period that I was representing the Client(s), I performed legal services (the “Representation”).

3. My Representation began on [IDENTIFY DATE OF COMMENCE OF REPRESENTATION.] My Representation [IDENTIFY WHETHER REPRESENTATION IS ONGOING OR THE DATE WHEN REPRESENTATION ENDED.]

4. True and correct copies of ALL of my engagement agreements relating to the Representation and any modifications, supplements, or amendments to those engagement agreements are attached hereto as Exhibit A.

5. True and correct copies of ALL of my invoices relating to the Representation are attached hereto as Exhibit B.

6. The total amounts of fees and costs I invoiced to the Client(s) relating to the Representation was \$ [IDENTIFY TOTAL AMOUNT THAT YOU INVOICED THE CLIENT(S) RELATING TO THE REPRESENTATION.] (“Total Fees”). Of that amount, I did not receive payment from the Client(s) in the amount of \$ [IDENTIFY THE AMOUNT YOU CLAIM YOU INVOICED TO THE CLIENT(S), BUT FOR WHICH YOU NEVER RECEIVED PAYMENT.] (the “Attorney Claim”).

7. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] During the Representation, I expended a significant amount of time in representing the Client(s). Specifically, I [IDENTIFY ANY SPECIFICALLY SIGNIFICANT AMOUNTS OF TIME TO PERFORM SERVICES DURING THE REPRESENTATION.]

8. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] During the Representation, I performed services that were highly complex and exceedingly difficult. Specifically, I [IDENTIFY ANY SPECIFICALLY SIGNIFICANT COMPLEX AND DIFFICULT SERVICES PERFORMED SERVICES DURING THE REPRESENTATION.]

9. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] During the Representation, I utilized the requisite skill necessary to properly perform the legal services rendered to the Client(s) in the course of the Representation. Specifically, I [IDENTIFY ANY SPECIFICALLY SIGNIFICANT SKILLS YOU UTILIZED THE REPRESENTATION.]

10. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] Due to the time demands required in the Representation, I was precluded from taking other employment. Specifically, I [IDENTIFY ANY SPECIFIC EMPLOYED YOU WERE PRECLUDED FROM TAKING BECAUSE OF THE REPRESENTATION.]

11. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] To the best of my knowledge, the fees I charged the Client(s) during the course of the Representation are no greater than those being charged by attorneys to perform similar work in the same geographic area or courts.

12. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] The fees I charged the Client(s) during the course of the Representation were fixed at an hourly rate and were not contingent upon the outcome of any particular issue or adversary proceeding.

13. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] During the Representation, I performed legal services under substantial time constraints. Specifically, I [IDENTIFY ANY SPECIFICALLY SUBSTANTIAL TIME CONSTRAINTS YOU WERE UNDER DURING THE COURSE OF THE REPRESENTATION.]

15. I have the adequate experience and ability to have properly handled the Representation.

16. [INCLUDE THE FOLLOWING OF IF APPLICABLE TO YOUR ATTORNEY CLAIM.] Some or all of the Representation was undesirable. Specifically, [IDENTIFY WHY ANY PARTS OF THE THE REPRESENTATION WAS UNDESIRABLE.]

17. [INCLUDE THE FOLLOWING IF APPLICABLE TO YOUR ATTORNEY CLAIM.] The nature and length of my professional relationship with the Client(s) was substantial. Specifically, [IDENTIFY FACTS DEMONSTRATE THAT THE NATURE AND LENGTH OF YOUR PROFESSIONAL RELATIONSHIP WITH THE CLIENT(S) WAS SUBSTANTIAL].

Former Counsel for Jeffrey Baron
or Baron-Controlled Entity
January 24, 2011
Page 5

17. My compensation for the services rendered and expenses incurred in connection with the Representation is not excessive and is commensurate with compensation sought or ordered in similar cases.

18. I conducted the Representation as efficiently as possible under the circumstances. Specifically, [IDENTIFY FACTS DEMONSTRATING THAT YOU CONDUCTED THE REPRESENTATION AS EFFICIENTLY AS POSSIBLE UNDER THE CIRCUMSTANCES.]

19. Based on my review of my invoices attached hereto as Exhibit B, it does not appear that there were any unnecessary or avoidable duplication of legal services or any non-legal services performed by me for which legal fees were charged.

20. Based on the foregoing, I believe that the Total Fees were reasonable under the circumstances and that I should receive the full amount of my Attorney Claim.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on [IDENTIFY DATE OF SIGNATURE].

Respectfully submitted,

[IDENTIFY NAME OF ATTORNEY
ASSERTING ATTORNEY CLAIM.]

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

NETSPHERE, INC.,
MANILA INDUSTRIES, INC., AND
MUNISH KRISHAN

PLAINTIFFS,

V.

JEFFREY BARON AND
ONDOVA LIMITED COMPANY,

DEFENDANTS.

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CIVIL ACTION NO. 3:09-CV-0988-F

THE RECEIVER’S THIRD JOSHUA COX FEE APPLICATION

The Order Appointing Receiver (the “Receiver Order”) allows the Receiver Peter S. Vogel “[t]o choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists (collectively, ‘Professionals’). . . as [the] Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order.” (Docket #124.) Further, “[t]he Receiver shall file with the Court and serve on the parties a fee application with regard to any compensation to be paid to professionals prior to the payment thereof.” (*Id.*) Accordingly, the Receiver files this THIRD fee application (the “Third Cox Fee Application”) on behalf of Receivership Professional Joshua Cox (“Cox”) for the period commencing on January 1, 2011 through January 15, 2011 (the “Third Cox Fee Application Period”). In support of the fee application, the Receiver states as follows:

I. SUMMARY OF REQUEST

Name of Applicant:

Peter S. Vogel on behalf of Joshua Cox

Application Period:

January 1, 2011 – January 15, 2011

Amount of Fees Requested (January 1, 2011 to January 15, 2011)

	<u>Fees</u>	<u>Expenses</u>		<u>Total</u>
Amounts Requested	\$5,125.00	\$0.00		\$5,125.00
Less: Amounts Previously Paid	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>
Total Compensation Due	\$5,125.00	\$0.00	=	\$5,125.00
	<u>100%</u>	<u>100%</u>		
Total Req. Paid By This Appl.	\$5,125.00	\$0.00	=	\$5,125.00

II. PRELIMINARY STATEMENT

In this Third Cox Fee Application, the Receiver asks this Court for approval and allowance of all (100%) fees earned and expenses incurred by Cox during the Third Cox Fee Application Period. As shown by the record before this Court and the exhibit attached hereto, Cox has worked diligently on behalf of Receivership Party Novo Point, LLC (“Novo Point”). The Receiver believes that Cox performed valuable work on behalf of Novo Point during the Third Cox Fee Application and has assisted the Receiver in carrying out his duties pursuant to the Receiver Order. Accordingly, the Receiver requests the Court’s approval of the Third Cox Fee Application.

III. SUPPORT

In support of the Third Cox Fee Application, the Receiver is attaching Exhibit A which is a true and correct copy of Cox’s invoice for legal and professional services rendered during the Third Cox Fee Application Period. The invoice includes detailed narratives of the work Cox performed in the Third Cox Fee Application Period.

IV. REQUEST

The Receiver respectfully requests that this Court enter an order (a) allowing and authorizing compensation to the Receivership Professional Joshua Cox in the amount of \$5,125.00, for the period from January 1, 2011, through January 15, 2011; (b) directing the Receiver, and his agents or representatives, to immediately pay all allowed amounts for services

rendered and expenses incurred; and (c) awarding the Receiver such other and further relief that this Court deems just and proper.

Respectfully submitted,

/s/ Barry M. Golden

Barry M. Golden

Texas State Bar No. 24002149

Peter L. Loh

Texas Bar Card No. 24036982

GARDERE WYNNE SEWELL LLP

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bgolden@gardere.com

ploh@gardere.com

**ATTORNEYS FOR THE
RECEIVER, PETER S. VOGEL**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record on January 28, 2011.

/s/ Peter L. Loh

Peter L. Loh

EXHIBIT A

Joshua E. Cox

Attorney at Law

Invoice 0030006NP

DATE	TIME	DETAIL
01/03/11	4.75	Receive and review detailed email from B. Golden re status of receivership, administrative matters, related matters. Telephone conference with B. Golden, J. Eckels re November and December deletions/retentions, domain sales and process, outstanding invoices, ongoing domain disputes, related matters. Review multiple pleadings and filings in Netsphere litigation (Baron's Reply to Trustee's Response to Baron Motion to Strike; M. Thomas Letter to Court; Trustee's Response to Baron Motion to Strike; Receiver's Motion for Leave to File Documents Under Seal; Receiver's Motions for Reimbursement).
01/04/11	10.00	Travel to and attend hearing on Baron Motion to Stay Receivership Pending Appeal. Meeting with J. Eckels, M. Thomas re hearing, receivership, related matters. Telephone conference with J. Eckels re hearing, receivership, impact on Quantec and Novo Point, related matters.
01/05/11	3.75	Telephone conference with B. Golden, J. Eckels, others re ongoing receivership matters, Quantec and Novo Point management matters, related matters. Begin review multiple emails re pending domain disputes. Draft and finalize proposed form notice of receivership for domain disputes, email same to B. Golden, P. Loh, others for review.
01/06/11	4.50	Receive and review multiple emails from J. Eckels, P. Wall, others re December and January renewals, related matters. Email to J. Harbin re domain offers. Continue review multiple emails re pending domain disputes. Begin development spreadsheet tracking system for same. Review Receiver's proposed Order Granting Emergency Motion for Independent Medical Examination.
01/07/11	0.25	Review proposed memo re January 2011 registration fees.
01/08/11	0.25	Receive and review multiple emails from J. Harbin re administrative matters.
01/09/11	0.25	Receive and review multiple emails from B. Golden re pending litigation, related matters. Email response to B. Golden re same.
01/10/11	7.25	Review email and proposed memo re November domain retentions. Email to J. Eckels re same. Review multiple filings in Netsphere litigation (Baron letter reply brief to Hunt response brief; Sherman Second Letter to Court in Response to Baron's Trial Brief; Receiver's Supplemental Certificate of Conference; Baron Counsel report on participation in psychotherapy; Receiver's Notice of Correction of

		Signature Omission; Baron's Corrected Post trial Letter Brief; Receiver's appendix in support of order compelling Baron cooperation; Receiver's Emergency Motion for Independent Medical Examination and appendix in support). Consideration given to potential impact of proposed findings of fact. Email to J. Eckels re same. Telephone conference with C. Libbey re potential sale of [REDACTED] domain. Email to J. Harbin, J. Eckels re same. Continued attention to pending domain disputes, research emails other materials re same. Continued development spreadsheet tracking system re domain disputes. Receive and review email from B. Golden re inclusion of Baron v. Pronske adversary proceeding in spreadsheet tracking current disputes. Review Pronske adversary docket and various pleadings for potential impact to Quantec or Novo Point LLC.
01/11/2011	3.25	Receive and review email from J. Eckels re final memo on December deletions. Review memo, email approval of same to J. Eckels. Review Order Denying Emergency Motion for Medical Examination. Continued work on spreadsheet tracking for disputes, including internet research re current status of various pending matters.
01/12/2011	3.00	Continue work and research re dispute spreadsheet. Review multiple emails from J. Harbin re domain disputes for inclusion in spreadsheet. Review chart maintained by D. Nelson re disputes for inclusion in spreadsheet. Review instructions from B. Golden re spreadsheet; begin finalize spreadsheet. Begin draft memorandum to P. Vogel, B. Golden re pending disputes, recommendations re same.
01/13/2011	2.00	Continue work and research re dispute spreadsheet. Continue draft memorandum to Receiver re same.
01/14/2011	1.75	Continue work and research re dispute spreadsheet. Continue draft memorandum to Receiver re same.

Total: 41.00

Amount

Due: \$5,125.00

Thank you!

/s/

Joshua E. Cox